

**ibex**  
INSURANCE



Motor Insurance Policy Portugal



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# GENERAL DEFINITIONS

Whenever the following words appear in the Policy they will always have these meanings.

<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>EEA</b>	European Economic Area.
<b>Endorsement</b>	Changes in the terms of Your cover as shown on the Schedule.
<b>Equipment</b>	<ul style="list-style-type: none"> <li>• Your Vehicle's standard Accessories or spare parts whilst in or on Your Vehicle.</li> <li>• Your Vehicle phone, CD player, radio cassette player or any other audio/visual equipment as long as they are permanently fitted to Your Vehicle.</li> </ul>
<b>EU</b>	European Union.
<b>Excess</b>	The first 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>	Means 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>Light Commercial Vehicle</b>	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.
<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 but not exceeding the estimate of value shown on the Schedule.
<b>Motorcycle</b>	Any mechanically propelled two- wheeled vehicle with or without a sidecar attached
<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. This insurance will not renew automatically.
<b>Policy</b>	This policy of insurance, the policy booklet, Schedule and proposal confirmation form your Policy
<b>Private Motor Vehicle</b>	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.
<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 of the country in which Your Vehicle is registered.

<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</b>	The current document that shows the vehicle We are insuring and the kind of cover You have with Us.
<b>Territorial Limits</b>	Gibraltar, Spain, Portugal.
<b>The Insured/You/Your Policyholder</b>	The person or company described as The Insured on the Schedule.
<b>The Insurer/We/Us</b>	QIC Europe Limited.
<b>Theft</b>	Means theft, attempted theft or taking of Your Vehicle without Your consent but not loss or damage resulting from fraud or deception.
<b>Trailer</b>	Any drawbar trailer or caravan, excluding horseboxes or any trailer used for the transportation of livestock.
<b>Vehicle</b>	Any Private Motor Vehicle, Light Commercial Vehicle or Motorcycle stated on Your Schedule. In section 1. "Damage to Your Vehicle and its Accessories" and 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.
<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.

# WELCOME TO IBEX INSURANCE

Thank You for insuring Your Vehicle with Us.

Ibex Insurance Services Limited 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. Ibex Insurance Services Limited agree to insure You for the coverages stated in the schedule as being covered subject to payment of the premium stated in the Schedule.

This document contains the full terms and conditions applicable to Your insurance and should be read alongside Your Schedule.

## About Us

Ibex Insurance Services Limited are the largest expatriate insurance provider in the Iberian Peninsula and can help You with all Your insurance needs. Ibex insurance Service Limited is based in Gibraltar at:

68 Irish Town  
Gibraltar  
GX11 1AA

Ibex Insurance Services Limited is authorised and regulated by the Gibraltar Financial Service Commission (FSC 006 43B).

## Travel

For customers based in Spain, Portugal and Gibraltar. 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 and Portugal. Cover for vet's fees, theft/straying, overseas travel, loss of pet passport and more.

## Medical

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

## Marine

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

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:

800 860 653 or +351 289 399 774

Or log on to:

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

# IMPORTANT CUSTOMER INFORMATION

## Keeping Your policy up to date

You must tell Us about any changes or alterations in circumstances as We may not be able to offer cover in every case. If You fail to notify Us then it may mean that You will not be able to make a claim under this policy or that the cover is no longer adequate. You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to, and renew Your policy.

Please tell Us as soon as possible if there are any changes to the information in the proposal confirmation, Certificate of Motor Insurance or on Your schedule. Some examples of the changes we would like to be notified about are listed below, they include but are not limited to:

- A change to the persons insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the persons insured, or to be insured.
- Criminal convictions for any of the persons insured, or to be insured.
- A change of Your Vehicle.
- Any Vehicle modifications or alterations. We may treat some Accessories as modifications, so please tell Us about any alterations to Your Vehicle.
- Any Accessories added.
- Any change affecting ownership of the Your Vehicle.
- Any change in the way that the Your Vehicle is used.

Any changes to Your circumstances or any of the information You have provided could result in You having to pay an additional premium or Us having to amend the terms of Your 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 Period of Insurance providing they are eligible for inclusion.

Factors used to assess the driver eligibility are including but not limited to factors such as:

- the age of the driver,
- driving experience; and
- the type of Vehicle

## 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 Schedule, Certificate of Insurance or Receipt.

## Which part of this Policy relates to me?

Refer to Your Schedule which states all the sections covered under this Policy.

## Conditions and General Exceptions:

There are Conditions and Exceptions which apply to the Policy as a whole and there are additional Conditions and Exclusions within individual sections of the Policy. Please read them all carefully.

## Introduction Statement

This Insurance is underwritten by QIC Europe Limited.

This Policy is issued by the Cover-holder identified within the policy in accordance with the authorisation granted to the Cover-holder under the Binding Authority Agreement with the Unique Market Reference stated within this policy.

QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) and in the UK by the Financial Conduct Authority (FCA).

# 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) or add any Accessories;
- 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;
- of any motoring convictions or fixed penalties You or any driver likely to drive Your Vehicle have received or any pending prosecutions.

## Please tell Us when You renew Your insurance

- 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 changes to the information provided in the previous year which may impact Our decision to insure You.

## AVAILABLE DISCOUNTS

Discounts for Your Policy may be available where the following available discount are selected:

### 1. Restricted driver discount

By electing to restrict the people permitted to drive Your Vehicle You may obtain a discount from the premium payable. The details of who is insured to drive Your Vehicle is shown on Your Schedule under the Persons Entitled to Drive section.

### 2. Additional voluntary Excess Discount

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 standard Policy Excess and the Additional Voluntary Excess applicable on the Policy is displayed on Your Schedule.



# 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

### Cooling Off Period

You can cancel this Policy by returning Your original Certificate of Insurance and Receipt to Us for a full refund of premium, providing You have not made a claim, within 14 days of the inception date stated on Your Schedule or the date You receive Your Policy documents, whichever is later.

If You wish to cancel within the cooling off period, You will be entitled to a full refund of the premium paid providing You have not made a claim.

### Cancelling Outside the Cooling off Period

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

If You cancel Your Policy, and provided no claim has occurred, You will be entitled to a refund of premium paid subject to a deduction for the amount of time You have been covered. This will be calculated in accordance with the following scale:

<b>Period Policy in force</b>	<b>Annual Premium refundable</b>
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

We can cancel this insurance by giving You 30 days' notice. We will only do this for a valid reason, some examples of these reasons are:

- Non-payment of premium
- A change in the risk occurring meaning that We can no longer provide You with insurance cover
- Non-cooperation or failure to supply information or documentation We request
- Threatening or abusive behaviour or the use of threatening or abusive language
- Where We reasonably suspect fraud
- Where You have failed to take reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to, and renew Your policy.

#### **Non Renewal of this Insurance**

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.

#### **4. Information You have given Us**

In deciding to accept this insurance and setting the terms and the premium, We have relied on the information You have given Us. You must take care when answering any questions We ask by ensuring that all information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with false or misleading information we will treat this insurance as though it never existed and deny all claims.

If We establish that You were careless in providing Us with the information We have relied upon in accepting this insurance and setting the terms and the premium We may:

- Treat this insurance and though it never existed and return the premium paid. We will only do this if We provided You with insurance cover which We otherwise would not have offered
- Amend the terms of Your insurance. We may apply the amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness.
- Charge You more for Your insurance or reduce the amount that We pay on a claim in the proportion the premium You have paid to the premium We would have charged You.
- Cancel Your insurance in line with the Cancellation provision above.

#### **5. 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".

#### **6. 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 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.

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

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.

## WHAT IS NOT COVERED (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 on the Schedule and the section of Your Certificate of 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.

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. 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.

3. Any accident, injury, loss or damage if Your Vehicle is taken outside of the Territorial Limits for more than 90 days at any one time or more than 90 days in total within the Period of Insurance.
4. Any liability You have accepted under an agreement but which would not attach if that agreement did not exist.
5. Any injury, loss or damage 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.
  - c) 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 3, Liability to Third Parties) arising from or in consequence of:
  - a) Earthquakes.
  - b) Riot or civil commotion.
  - c) Loss of use of Your Vehicle.
  - d) Any claim falling within the terms and conditions of Section 11, Consortium of Insurance
  - e) Compensation, of this Policy.
  - f) Detention, seizure, confiscation or any attempt thereof.
  - g) Act of terrorism:
7. 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.
8. 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.
9. 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.
10. 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.
11. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at or above the speed of sound.

# SECTION 1 – DAMAGE TO YOUR VEHICLE AND ITS ACCESSORIES

## A) WHAT IS COVERED:

Loss or damage to:

- Your Vehicle; and
- Equipment

## B) WHAT WE WILL PAY UNDER THIS SECTION:

- 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 taken to be fully earned and We 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 and Excess applicable or Your estimate of value shown on the Schedule whichever is lesser.
- In the event of a claim under this section, the maximum We will pay for Equipment is stated in the Schedule. Any Excess applicable is also stated in 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 un-driveable 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 (applicable to Section 1):

- Excesses
  - The first amount of any claim stated on Your schedule (including any additional voluntary Excess also stated on Your Schedule)
- Loss or damage while the vehicle is being driven by or in the charge of any person not stated as an authorised driver in the "Drivers of the Vehicle" section of the 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.
- Loss or damage to Your Vehicle resulting from fraud or deception.

## SECTION 2 - FIRE AND THEFT

### A) WHAT IS COVERED:

Loss or damage to:

- Your Vehicle; and
- Equipment

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 deemed fully earned and We 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 and any Excess applicable, or Your estimate of value shown on the Schedule whichever is the lesser.
- In the event of a claim under this section, the maximum We will pay against the loss or damage to Equipment is stated in Your 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 un-driveable 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 stated on Your Schedule also including any additional voluntary Excess also stated on Your Schedule.
- 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 or attempted 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 stated as an authorised driver in the "Drivers of the Vehicle" section of the Schedule. Loss or damage resulting from Theft, attempted 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
- Loss or damage to Your Vehicle resulting from fraud or deception.

# SECTION 3 - LIABILITY TO THIRD PARTIES

## A. WHAT IS COVERED

### 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 up to the amounts stated in the Schedule, arising from:

- Death or bodily injury to third parties.
- Damage to property of third parties.

in respect of any one claim or number of claims arising out of one event caused by:

- Your Vehicle; or
- any Trailer while it is being towed by Your Vehicle. Provided that its total weight does not exceed 1500kg and that its licence plate number coincides with that of the Vehicle.

### 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 the property of the third party:

- Any person You give permission to drive Your Vehicle provided they are stated on the Schedule under the "Persons Entitled to Drive" section. Any person travelling in or getting into or out of Your Vehicle.

### 3. Payment 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.

### 4. Emergency treatment (Applicable to the United Kingdom only)

We will refund payments any person authorised to use any Vehicle covered by this Policy has made as required 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 (only applicable to A):**

- 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 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. LEGAL DEFENCE

If any person has an accident that is covered under Section 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 for:**

- 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.
- 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 4 - WINDSCREEN AND WINDOW DAMAGE ONLY

This section is an optional extra and applies only if it is stated as "Covered" on the Schedule.

### A. WHAT IS COVERED:

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 covered on the Schedule.

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

### What We will pay:

The most We will pay per claim is stated in the Schedule.

We will not pay the Excess stated in the Schedule. A different Excess stated in the Schedule, will apply 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 the amount stated in the Schedule. If the payment exceeds the amount stated in the Schedule, the claim should then 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.
- 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.



## SECTION 5 – COMPREHENSIVE COVER EXTRA BENEFITS

### New Vehicle Replacement

If the Vehicle is a Private Motor Vehicle and You have comprehensive cover as stated in the Schedule 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 60% 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 and specification is not available the most We will pay is the:

- Market Value of Your Vehicle at the time of loss or damage but not exceeding the Estimate of Value stated on the Schedule.

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.

An excess will be applicable as stated on Your Schedule.

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

### Child car seats

If You have a child car seat fitted to Your Private Motor Vehicle 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 the limit stated in the Schedule. 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 but not exceeding the limit stated in the Schedule.

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

# SECTION 6 - EXTRA BENEFITS

## 1. Injury to the Policyholder

### What is Covered

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 amount We will pay under this section stated in the Schedule.

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.

### What is Not Covered under this Section

- 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.

## 2. Medical expenses

If You or any other occupant of Your Vehicle suffers an accidental bodily injury 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 but not exceeding the limit stated in the Schedule.

## 3. 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 stated in the Schedule and You will not lose Your no claims bonus.

### Claims Information

- In the event of a claim 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

*Only a payment made under 1. and 2. above will affect Your no claims bonus.*

## SECTION 7 - OPTIONAL BENEFITS

These benefits will be stated on Your Schedule as Covered if You have opted to include them.

### 1. Hire car cover

#### **What is Covered**

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.
- 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.
- Theft of Your Vehicle. However this cover will not operate in the first 24 hours after the Theft is reported to Us.

#### **What is not Covered**

- This cover expressly excludes breakdown of Your Vehicle.
- The first 24 hours after reporting the Theft of Your Vehicle to Us
- We will not pay more than the weekly and maximum limits Stated in the Schedule.

#### **Making a Claim**

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.

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

## SECTION 8 – NO CLAIMS BONUS

If You do not make a claim under Your insurance Your no claims bonus, if applicable, 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 amended and applied. 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 amended and applied.

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 consecutive 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 Ibx policy. Should that policy be cancelled, We will only provide a no claims bonus showing the bonus earned on that policy by the Policyholder and not include any bonus accrued as a named driver.

## Protected no claims bonus

Protected no claims bonus will be stated on Your Schedule as Covered if You have opted to include the cover and paid any applicable additional premium.

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.

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.

Any changes to Your circumstances or any of the information You have provided could result in You having to pay an additional premium or Us having to amend the terms of Your insurance.

## SECTION 9 - FOREIGN USE

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

- any country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

Countries include;

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

Note – The level of cover provided under this section is the minimum level of cover required by the law of the countries in which You are visiting as detailed above, it is not the same level of cover you receive when driving within the Territorial Limits under this policy.

Cover includes:

- transit between the countries listed above (including transit to and from the Territorial Limits).
- reimbursement of any customs duty which may be payable on Your Vehicle after its temporary importation into any country listed above, subject to Your liability arising as a direct result of any loss of or damage to Your Vehicle which is covered under Section 1 – Damage to Your Vehicle and it's Accessories.

All countries covered under this section have agreed that a Green Card is not necessary for travel outside the Territorial Limits. Your certificate of motor insurance provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited. However, we do provide a Green Card with Your Policy as added security.

## SECTION 10 - MOTOR LEGAL PROTECTION

The cover provided by this section is legal expenses insurance.

There are 2 different levels of cover available:

- For Essential Cover - Portugal
- For Prestige Cover - Any member country of the European Union.
- Please refer to Your Policy Schedule which will state the cover provided.

Your cover will be valid for the Period of Insurance stated on Your 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

For the purposes of this section only, where the following words appear they will have this specific meaning:

#### 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 Your Vehicle;
- damage to any personal property owned by You or for which You are legally responsible while such property is in or on Your Vehicle;
- death or personal injury to You whilst in, on, mounting or dismounting from Your Vehicle.

Any such accident must occur within the Period of Insurance and within the Territorial Scope of this Policy.

#### Maximum Limit

The maximum limit We will pay for costs under this section for any one accident is stated in the Schedule either to be used in full You or apportioned with the passengers in Your Vehicle.

#### Lawyer/Legal Representative

Means the Lawyer 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.

#### Road Traffic Accident

An accident resulting in bodily injury to any person or damage to property caused by or arising out of the use of a motor vehicle on a road or other public place.

#### Reasonable Prospects

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

#### Territorial Scope

For Essential Cover – Portugal.

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

#### Third Party

Other person(s) and/or party(s) responsible for the accident, excluding The Insured Person.

## **Uninsured Loss**

Any loss, including injury, compensation or consequential loss sustained by The Insured Person from an Insured Event not covered by Your Policy.

## **You/Your**

You and Your will include You and any person authorised to drive the Vehicle under this insurance or any authorised passenger in or on Your Vehicle who are claiming under this section of the Policy, with Your consent, or Your or their legal representative in the event of death.

## **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.

## **ADDITIONAL CONDITIONS (WHICH APPLY TO THIS SECTION)**

### **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 Your 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 and 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 You have a Reasonable Prospect of recovery.
2. If at any time We consider that You do not have a Reasonable Prospect of recovery We will not commence or continue the claim.
3. We will notify You in writing, giving reasons for Our decision to discontinue handling the claim. There will be no further entitlement to receive the service in respect of the accident in question.

### **Additional Claims Procedure (applicable to this section)**

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 contact details to the other party where such disclosure is deemed beneficial to the progress of the claim.
2. You must co-operate fully with Us.
3. If You fail to co-operate with Us or fail to pursue the claim in a reasonable and diligent manner We will be entitled to withdraw the service.
4. You will be liable to reimburse Us for all Costs, fees and other expenses incurred by Us if:
  - a. You fail to co-operate with Us in his pursuit of the claim or
  - b. You withdraw the claim without the our agreement or
  - c. You 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 You.
2. If You do 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 Your claims.

### **Your Representative**

Your Legal Representative is Ibex Insurance Services Limited who can be contacted at the following address:

Ibex Insurance Services Limited.  
PO Box 1127  
68 Irish Town, Gibraltar  
E-mail: legal@ibexinsure.com

Ibex Insurance Service Limited will be appointed to handle and manage Your claim against the third party responsible for the incident.

### **Appointment of a Lawyer**

1. If We consider it necessary, a Lawyer will be appointed by Us to act on behalf of You.
2. We may appoint a Lawyer of Your 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 Lawyer appointed agrees to all Our terms and conditions that may be required at the time of the appointment. We will advise the Lawyer in writing of any terms and conditions which apply. We may choose not to accept the choice of Lawyer.

If the Lawyer chosen by You will not agree to our terms and conditions, We will not be obliged to afford any cover under the terms of this section of Your Policy.

### **Supervision of Legal Proceedings**

- a. We shall have direct access to the Lawyer 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 Lawyers' original file) and to that extent You waive privilege.



- b. The Lawyer will not institute Legal Proceedings without Our prior approval.
- c. You or Lawyer shall notify Us of any offer or payment in settlement of the claim. If We consider that any such offer or payment is realistic, We shall not be liable to pay any authorised legal costs incurred thereafter.
- d. If We decide at any time that Your claim no longer has Reasonable Prospect of success, We shall notify You and the Lawyer in writing to that effect. The Lawyer 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, We 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 Lawyer to diligently and effectively pursue a claim for uninsured losses then We 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. Your claim is against a person who is also entitled to the Uninsured Losses services, and
- b. there is a conflict between Your best interests and those of The Legal Representative then The Legal Representative will be entitled to appoint a Lawyer, to conduct negotiations and/or take Legal Proceedings on the Your behalf, providing:
  - i. that The Legal Representative has previously decided that it is necessary for a Lawyer to be appointed, and
  - ii that You have not already appointed a Lawyer. The same conditions for appointment of a Lawyer and supervision of Legal Proceedings will apply. In such circumstances the maximum limit We will pay for the Authorised Legal Cost for Your Legal Representative is stated in the Schedule.

## ADDITIONAL EXCEPTIONS WHICH APPLY TO THIS SECTION

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 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 Insurance or which happened outside of the Territorial Scope.
- Costs for Legal Proceedings taking place outside the Territorial Scope.
- 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 the Policy and this section.
- Claims arising out of the use of Your Vehicle which is not in accordance with Your 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 Vehicle, faulty or incomplete service or repair of Your Vehicle.
- Claims where at the time of the Event, the driver of Your Vehicle 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.

# 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 (see Your Schedule for the contact details of Your insurance intermediary). Alternatively, please contact our claims department direct at:

Ibex Insurance Services Limited  
68 Irish Town  
Gibraltar

Tel: +350 2006073 (Gibraltar)  
Tel: 800 860 710 (Portugal)  
Tel: 01172764663 (UK)  
Email: claims@ibexinsure.com

## 1. You must:

- (i) notify Us of accident or incident within a maximum period of seven days from the day on which it was known; and
- (ii) complete and return to Ibex Insurance Services promptly a written report of the accident or incident and 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 Your vehicle 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;
- (v) 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 accident or incident or if there is to be an inquest or a fatal inquiry;
- (vi) You must not admit liability without Our prior written consent, or make any other attempts 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 We 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 Us as soon as possible. You must not reply to any of these documents.

All documentation relating to a claim should be submitted to Your insurance advisor or direct to us:

68 Irish Town, Gibraltar

## CLAIMS CONTROL

We shall have the absolute right in our discretion to decide where Your Vehicle 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 the Insured 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 the Insured to recover sums which are or which might be payable under the Policy;
- (iii) to commence or take over and conduct the representation of the Insured at any inquest, inquiry or similar proceedings which might give rise to a claim under the Policy.

## FRAUDULENT CLAIMS

- 1) If **You** make a fraudulent claim under this insurance contract, **We**:
  - a) Are not liable to pay the claim; and
  - b) May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
  - c) May by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.
  
- 2) If **We** exercise our right under clause (1)(c) above:
  - a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
  - b) **We** need not return any of the premiums paid.

## 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 8 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 Your Vehicle 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 the appointment of 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:

a) Within a period of 180 days from the date of notification if it is You who is issuing the challenge.

b) Within a period of 30 days if it is Us who is issuing the challenge.

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 NOTICE

## Complaints Procedure

At Ibex Insurance Services Limited we are committed to providing you with a first class service at all times and will make every effort to meet the high standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is the procedure that you should follow:

### Stage One – Initiating Your Complaint

You should first contact us by writing to us at 68 Irish Town, PO Box 1127, Gibraltar or by emailing us at [complaints@ibexinsure.com](mailto:complaints@ibexinsure.com) or by calling us on + 350 20077822 full details of which are shown on your Policy Schedule. We will confirm receipt of your complaint within five working days. We will do our best to resolve your complaint and issue you with a Final Response Letter as soon as possible and no later than 15 days from the date of receipt of your complaint. If we are unable to deal with your complaint within this period we will inform you of the anticipated timeframe within which we hope to resolve your complaint.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage; however, if you are not satisfied with our final response you have the option to take the matter further in accordance with the process set out below.

### Stage Two – Office of the Arbiter for Financial Services

If you are dissatisfied with our final response or you were not issued with a Final Response Letter within 15 days from the date of receipt of your complaint - even where we have advised you of the anticipated timeframe within which we hope to resolve your complaint - you may refer your complaint to the Office of the Arbiter for Financial Services (“Office of the Arbiter”) for review. The Office of the Arbiter for Financial Service arbitrates on complaints involving general insurance products.

If you are dissatisfied with our final response or you were not issued with a Final Response Letter within 15 days from the date of receipt of your complaint - even where we have advised you of the anticipated timeframe within which we hope to resolve your complaint - you may refer your complaint to the Arbiter for review.

The contact details for the Arbiter are as follows:

Office of the Arbiter for Financial Services

First Floor

St Calcedonius Square

Floriana FRN1530

Malta

T: (+356) 2124 9245

E: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)

Please quote your policy number in any communication with the Arbiter.

Please note that the Arbiter will only review your complaint after we have issued you with a Final Response Letter or where a period of 15 days has elapsed since your complaint was received and you have not received a Final Response Letter.

The Office of the Arbiter for Financial Services handles complaints about financial services provided in or from Malta. They will only consider complaints from private consumers and are unable to consider complaints from businesses. Decisions made by the Office of the Arbiter for Financial Services are binding, unless appealed at the Court of Appeal within 15 days. Referring your complaint to the Office of the Arbiter for Financial Services will not prejudice any rights you may have at law including any right to institute legal proceedings.

In the event that the Office of the Arbiter for Financial Services is unable to deal with your complaint, you have

the option of using the FIN-NET procedure for cross-border disputes (FIN-NET is financial dispute resolution network of national out-of-court complaint schemes) by referring your complaint to the FIN-NET member in your local jurisdiction.

## **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

QIC Europe Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if a QIC Europe Limited underwriter is unable to meet its obligations to You under this Policy. 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:

Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St. Botolph Street  
London  
EC3A 7QU  
and on their website [www.fscs.org.uk](http://www.fscs.org.uk)

### **Rectification Clause**

If the content of Your Policy differs from the insurance proposal form or from the agreed clauses, the You shall be entitled to complain following the complaints procedure in the Policy in the period of one month as from the date You receive Your Policy so that any difference may be rectified. Once this period has elapsed without a complaint being made, the Policy provisions shall stand.

## **DATA PROTECTION INFORMATION**

The **Insurer** and other group companies will use any information given together with other information for the administration of this **Policy**, the handling of claims and the provision of customer services.

The information may also be disclosed to the **Insurer's** service providers and agents for these purposes. It may also be disclosed to the **Insured's** Insurance Adviser.

The **Insured** has a right to request a copy of the information, to correct any inaccuracies and of erasure in certain circumstances.

If further information is required as to how data is processed by the **Insurer**, or as to the exercise of any rights under any data privacy laws, the **Insured** should contact the relevant Data Protection Officer at:

**The Data Protection Officer**  
**68 Irish Town, Gibraltar, GX11 1AA**  
**+350 200 77822**  
<http://www.ibexinsure.com>  
[privacy@ibexinsure.com](mailto:privacy@ibexinsure.com)

or:

**The Data Protection Officer**  
Head of Compliance  
QIC Global  
21 Lime Street  
London  
EC3M 7HB

## 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 Policy (or in the case of a business the law of the country in which the registered office or principal place of business is situate) will apply except in cases where Portuguese law or the law of the country in which the vehicle is kept takes precedence.

## 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:

Date:

Place:

This policy is underwritten by QIC Europe Limited



J. G. N. Harrison

## 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, You declare that You have read, examined and understood the content and scope of all clauses of this Policy and may be limitative of Your rights. And in order to expressly show the full acceptance of these clauses, You must sign at the bottom of this document. In addition, You expressly recognise having received from US, in writing and on the date when the proposal form was completed, the relevant information legally established, further to Section 107 of the "Reglamento de Ordenación y Supervisión de los Seguros Privados".

Signature of the Policyholder:

Date:

Place:

This policy is underwritten by QIC Europe Limited



J. G. N. Harrison







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