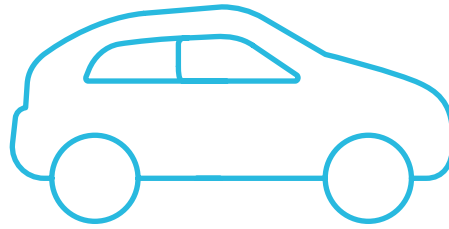


# Information Document



This Information Document provides pre-contractual information to you with regards to the insurance policy that may be concluded under any of the motor insurance plans mentioned below (in accordance with sections 225 and 226 of the Insurance and Reinsurance Business Law of 2016 and section 4 et seq. of the Distance Marketing of Consumer Financial Services Law of 2004).

## 1. General information

The Company "INTERAMERICAN, PROPERTY AND CASUALTY INSURANCE COMPANY SINGLE MEMBER S.A.":

- Its Registration Number in the General Commercial Registry (GCR) is 000305801000.
- Its Tax Registration Number is 094045552 and belongs to the TAX OFFICE: COMMERCIAL COMPANIES' ATHENS OFFICE and TRADE REGISTER.
- Its registered office and its central offices is located at 124-126, Syngrou Avenue, 117 82 Athens - Greece.
- is a member of the Athens Chamber of Commerce and Industry, with the number 74583/211-1978.
- focuses on general insurance and is supervised by the Bank of Greece (Private Insurance Supervision Division) and by the Ministry of Economy, Development and Tourism ( General Secretariat for Trade and Consumer Protection).
- It is registered in the register of insurance companies that operate in the Republic of Cyprus under the freedom of establishment, which is kept by the Superintendent of Insurance and carries on general insurance business under classes 3, 8, 9, 10, 17 and 18.
- It is registered as a foreign company in the Register of the Registrar of Companies with Registration Number AE 3036.
- Its Branch is located at 42-44 Griva Digeni Avenue, 1080, Nicosia.
- It is supervised by the Bank of Greece (Private Insurance Supervision Division) acting as the competent authority of the home member state, with the Superintendent of Insurance of the Republic of Cyprus also having regulatory authorities on specific matters.
- Its general representative in Cyprus is Kate Alexandrou Fotiadou of Panayi and the geographical address for consumer relations is situated at 42-44, Griva Digeni Avenue (ground floor), 1080, Nicosia.

"INTERAMERICAN, PROPERTY AND CASUALTY INSURANCE COMPANY SINGLE MEMBER S.A." has established a branch in Cyprus and:

The Company provides insurance cover through its branch in Cyprus.

## 2. Insurance programs

**2.1** The INTERAMERICAN car insurance programs available today through INTERAMERICAN are the following:

- **Interamerican: auto economic**
- **Interamerican: truck economic**

Third party liability insurance programs subject to the limits provided by the law. This program includes the covers set out in paragraphs 2.3 - 2.9 below.

- **Interamerican: auto standard**
- **Interamerican: truck standard**

Third party liability insurance programs subject to the limits provided by the law in combination with cover for Windscreen & Glass Damage which include the covers set out in paragraphs 2.3 - 2.10.

- **Interamerican: auto premium**
- **Interamerican: truck premium**

Third party liability insurance programs with the limits foreseen by the law in combination with coverage for specific risks and subject to specific limits. This program includes the coverage set out in paragraphs 2.3 - 2.19.

- **Interamerican: auto comprehensive**
- **Interamerican: truck comprehensive**

Third party liability insurance programs with the limits foreseen by the law in combination with coverage for specific risks and subject to specific limits. This program includes the coverage set out in paragraphs 2.3 - 2.19.

**2.2** The main features of the covers provided under the insurance programs mentioned above, are summarized below, depending on the program that the Insured Person will choose.

For full information concerning the insurance cover protection provided, it is particularly important to read the covers, the definitions, the obligations, the exceptions, as well as all of the insurance terms in full.

### **2.3 Third party liability**

Cover is provided for the liability of the driver of the insured motor vehicle for damage caused by making use of the insured motor vehicle, up to the following limits:

- **Personal injury: €38.600.000 (per accident)**
- **Material damage: €1.300.000 (per accident)**
- **Emergency hospitalisation: €85 (per person)**

### **2.4 Use whilst towing a trailer**

Third party liability cover also includes liability arising from the use of the insured motor vehicle when it is towing a towed vehicle.

### **2.5 Off-road use**

Third party liability cover also includes liability arising from off-road use of the insured motor vehicle.

### **2.6 Passenger liability**

Third party liability coverage also includes the liability of any passenger who is lawfully on-board, enters or exits the insured motor vehicle.

### **2.7 Cover for authorized drivers**

Cover is provided for the driver and for the categories of authorized drivers who have been declared and are listed in the Insurance Policy Schedule.

The liability of the Company for the covers set out in Article 2 «Insurance Programs», from Paragraphs 2.3 to 2.7, is included in the third party liability limit which in any event is applicable only once per incident.

### **2.8 Accident Care**

Accident Care includes the following covers, which are provided for incidents that take place in Cyprus, on a 24-hour basis:

- Immediate service of the motor vehicle in the event of an accident, wherever the motor vehicle may be located.
- On-site recording of the accident and completion of the accident declaration.
- Photographing the scene of the accident and of the vehicles involved and collecting evidence from witnesses.

### 2.9 Road Assistance

Road Assistance includes the following covers, which are provided for accidents that take place in Cyprus and in Greece, on 24-hour basis:

- On-site service of the insured motor vehicle by a mobile repair crew, in any case of breakdown or accident
- Transportation of the motor vehicle to a repair shop or other location of choice. For accidents that took place in Cyprus, it is possible to transport the motor vehicle to a repair shop or to any other location within the district where the Insured Person permanently resides
- Immobilisation as a result of loss of keys
- Immobilization due to running out of fuel
- Tire change

### 2.10 Windscreen & Glass Damage

Cover is provided for the cost of spare parts as well as for replacement or repair work for damage caused to the windscreen and to the windows of the insured motor vehicle due to any external cause. In addition, cover is provided for crystal tops, protective membranes and rain sensors. Windows, windscreens or sunroofs made of plastic or gelatine are not covered.

Cover is provided with a maximum limit of €600 for commercial vehicles and €1,000 for private vehicles.

If the damage is repaired by a partner company, payment is made directly by Interamerican, without the Insured Person being charged. Otherwise, an excess will apply.

### 2.11 Personal Accident

The driver of the motor vehicle will be covered for an accident that takes place while driving, which leads to death or the serious injuries referred to in the relevant insurance term.

The amount of cover in the event of death is €10.000 under the Premium program or €20.000 under the Comprehensive program.

In case of personal injury, the Company will compensate the driver by paying a percentage, which will vary depending on the personal injury, on the amount of the cover. The percentages corresponding to each covered personal injury are set out in the Insurance Terms Handbook.

### 2.12 Fire

Cover is provided for damage caused to the insured motor vehicle as a result of fire as well as explosion, however no cover is provided where the damage is caused by strikes, riots and civil unrest.

### 2.13 Complete theft

Cover is provided where the insured motor vehicle is stolen.

The claim will be covered 28 days after the date on which the vehicle has been reported to the Company as stolen, provided that the motor vehicle (either in whole or in part) has not been found by the competent authorities.

### 2.14 Partial theft

Cover includes:

- Compensation for parts or spare parts stolen from the motor vehicle, which are permanently attached or fixed on the vehicle and which are necessary for its safe movement and operation
- Compensation for stolen sound, video, navigation and telecommunication systems at their full value, provided they have been installed by the factory where the motor vehicle was manufactured. If these systems were installed in the vehicle at a later stage, the total amount of compensation will be up to €500.
- Damage caused to the body of the motor vehicle at the time of removal and/or attempted removal of the items or spare parts mentioned above and which is caused by the thief cause in his effort to gain access to the interior of the motor vehicle.
- Compensation up to €150 under the Premium program or €250 under the Comprehensive program for the replacement of keys or locks, in the event that the keys of the motor vehicle are stolen or lost.
- Any damage caused to the vehicle while in the possession of the thief.

### 2.15 Natural perils

Cover is provided for damage caused to the insured motor vehicle directly by storm, thunderstorm, tornado, flood, hail, snow, hurricane, volcanic eruption or earthquake, but not from frost.

### 2.16 Strikes, riots, civil commotion

Cover is provided for material damage caused to the insured motor vehicle from strikes, riots and civil unrest.

### 2.17 Own Damage

Cover is provided for damage caused to the insured motor vehicle as a result of an accident, impact, collision, diversion, overturning or fall in case of an accident, regardless of whether the driver is at fault, unless the damage was caused while the insured motor vehicle was not under the lawful owner's possession following theft or robbery or the damage was caused due to poor maintenance or while the vehicle was being driven on roads where movement is prohibited by the Authorities.

### 2.18 Malicious Damage

Cover is provided for malicious damage caused to the insured motor vehicle on purpose by a person with the intention to cause vandalism or sabotage, provided that such damage has not been caused by fire or explosion and was not caused during any strike, lockout, riot, civil commotion, acts of terrorism and disruption of public order.

For the covers referred to in Article 2 «Insurance Programs», Paragraphs 2.12 to 2.18, inclusive, compensation will be calculated on the basis of the current market value of the motor vehicle on the day of the incident subject to the maximum insured value set out in the Insurance Policy Schedule.

### 2.19 Loss of use of the vehicle

If, due to the damage that is covered by the Insurance Policy, the insured motor vehicle must remain in a garage for repairs, the following is provided to the Insured Person for a period of up to 10 days:

- replacement vehicle or
- daily compensation amount at €15 under the Premium program and €25 under the Comprehensive program.

### 2.20 Geographical limits

Claims for third party liability apply to the use of the vehicle in the following areas:

- in Cyprus
- in the sovereign areas of the bases of the United Kingdom in Cyprus
- in any state a signatory to the agreement of the General Assembly of the Council of Bureaux, including all EU Member States.

The optional covers included in the Special Terms are only provided for incidents that take place in Cyprus and in the British Sovereign Base Areas in Cyprus, unless it is expressly mentioned that they may also be provided for other states.

### 2.21 Exclusions

For all insurance programs, several exclusions with regards to cover and the Insured's obligations apply, as stipulated in particular in the General and Special Terms contained in the Insurance Terms Handbook.

The exclusions are set out in detail in the Motor Vehicle Insurance Terms Handbook, Article 40 «What is not covered by the Insurance Policy». Some of the applicable exclusions are set out indicatively below:

### Optional Covers

Liability is excluded for damage caused:

- from natural wear and tear or mechanical or electrical damage.
- from damage resulting from the use of the motor vehicle.
- to tires or rubber parts, cloth, leather, wooden or glass parts of the motor vehicle, unless occurred simultaneously with covered loss to any other parts of the vehicle.
- to spear parts or additions made to the vehicle which are not included in the manufacturer's specifications.

### **Third Party Liability**

Liability is excluded:

- in connection with the death or personal injury of the driver of the motor vehicle.
- when the driver who is covered breaches the terms of the Insurance Policy.
- in respect of damage caused to any property belonging to or is in the possession, is held by or is under the control of the Insured Person or a member of their family or any person who claims cover under the Insurance Policy or a member of their family.
- when a motor vehicle is carrying any load or passengers over the permitted maximum limit.
- In connection with death or personal injury of any person who is carried unlawfully either inside or over the vehicle.

### **General**

Liability is excluded when:

- the motor vehicle is not being driven by the Insured Person or by the drivers who are covered by the Insurance Policy.
- the vehicle is not used in accordance with the restrictions of use contained in the Insurance Certificate.
- the driver of the motor vehicle is driving it under the influence of alcohol or pharmaceutical products or toxic or narcotic substances.

## **3. Important insurance terms**

A brief description of certain important terms of the Insurance Policy is given below:

### **3.1 Obligations of the Insured Person after Damage**

In case of damage, the Insured Person has an obligation:

- To immediately notify the Company, from the scene of the accident if this is possible, at the designated telephone line of the Company's Accident Care Service.
- Notify in writing and inform the Company in full detail within 8 (eight) days from the time that the incident took place or, if this is not practically possible, as soon as possible.
- Not to carry out any repairs to the motor vehicle without the Company's approval.
- Inform the Police, immediately after loss or damage as a result of theft or attempted theft, accident involving physical injury or death, vandalism or terrorist act, strikes, riots or civil commotion.

### **3.2 Compensation in case of damage caused to the motor vehicle**

The Company has the right to choose whether to compensate the Insured Person for the cost of repairing the damage or loss, in any of the following ways:

- the motor vehicle is being driven by a person who does not hold a valid driver's license which is appropriate for the category of the vehicle.
- the motor vehicle is not in lawful circulation or has not undergone the technical tests required by law.
- the damage is caused by deliberate and pre-meditated action which constitutes a felony.

For full information regarding all applicable exceptions, you must read the terms of the Insurance Policy.

### **2.22 Provision of information and issuing the Insurance Policy**

You can receive more information for the above motor insurance covers or even proceed with issuing the Insurance Policy by calling at 22200820 as well as through the insurance intermediary serving you.

For the Insurance Policy to be issued, the Insured must accurately provide the Company with his personal and his motor vehicle's details, and answer correctly all questions in the insurance proposal.

The Insurance Policy will be sent to the Insured at the e-mail address declared to the Company at the time the Insurance Policy was issued.

- Assign the repair of the motor vehicle to a garage of its choice. The Insured Person may choose a garage of their preference, subject to the prior approval of the Company.
- Pay the amount required for repairing the motor vehicle and for its restitution to its previous condition.
- Replace the motor vehicle or any part thereof or its parts or spare parts.
- In case of total loss, compensate the Insured Person by paying the difference between the current market value at the time of occurrence of the damage or loss and the salvage value, on the basis of the valuation carried out by the expert appointed by the Company.

The compensation shall be paid upon deducting the excess, if any, according to the Insurance Policy Schedule.

### **3.3 What happens in the event of concealment of facts or fraud**

If the Insured Person or any person covered by the Insurance Policy makes a claim which is fraudulent or false in any way or its content is untrue, the Company will not cover any claim and will have the right to cancel the Insurance Policy.

In addition, the Company has the right to immediately cancel the Insurance Policy before or after any loss or damage has occurred and not pay for the loss or damage if the Insured Person, when completing the Proposal:

- makes or gives any untrue and/or false statements and answers regarding the requested information and/or
- conceals or misrepresents any event or incident in respect of which information is requested.

## 4. Payment of premium

The premium is payable in advance and cover starts only after the lump sum premium or the first instalment due has been paid, if it is agreed for the premium to be paid in instalments.

The methods of payment are as follows:

- **The entire amount by standing order**

In this case, the total amount of your premium will be settled

by using your credit or debit or prepaid card. This particular method of payment also constitutes a standing order in parallel, meaning that the policy renewal will be settled in exactly the same way.

- **Electronic payment by card**

In this case, you can pay your insurance premiums by card through [www.jccsmart.com](http://www.jccsmart.com)

## 5. Commencement and duration of insurance

The Company shall provide cover to the Insured Person from the commencement date and time indicated on the Insurance Policy Schedule, provided that the premiums have been paid in due time.

The Insurance Policy shall either have a duration of six months or one year, depending on what the Insured Person chooses, and the Insurance Policy shall expire on the expiry date and time indicated on the Insurance Policy Schedule, unless the Insurance Policy is cancelled earlier pursuant to any of the Insurance Policy's terms.

The covers described in Article 2 «Insurance Programs», Paragraphs 2.12 to 2.18, inclusive, are activated on condition that:

- i. The Insured motor vehicle has been inspected and photographed by the Company.
- ii. During the inspection, the Insured motor vehicle is in good condition and it is confirmed that its particulars (including the model) are identical to those declared in the Proposal.

## 6. Renewal of the Insurance Policy

The Insurance Policy is renewed for the same period of time only if the Insured Person pays the premiums which are due before the new insurance period commences. Otherwise, the Insurance Policy shall expire and shall not be renewed.

## 7. Cancellation of the Insurance Policy

- **Cancellation by the Insured Person**

The Insured Person may cancel the Insurance Policy at any time, by written notice to the Company, sent by e-mail or post.

If the Insurance Policy is cancelled in accordance with the above provisions and no claim has been made, the Company shall return any non-accrued premiums to the Insured Person corresponding to the remainder of the insurance period.

- **Cancellation by the Company:**

The Company has the right to cancel the Insurance Policy

at any time by giving a seven (7) day notice in writing to the Insured Person.

In this case, the Company shall return any non-accrued premiums to the Insured Person corresponding to the remainder of the insurance period.

- **In case of transfer:**

The cover provided under the Insurance Policy shall no longer be valid and shall be considered void in case of transfer or in case of an agreement for transfer the ownership of the motor vehicle.

## 8. Right of withdrawal

The Insured Person has the right to withdraw from the Insurance Policy without having to pay any premium and without giving any reason, by sending a written declaration of withdrawal to the Company within 14 days of receipt of the Insurance Policy.

Withdrawal is made using the «Withdrawal Declaration» form delivered at the time the Insurance Policy is issued, which must be sent by registered post to the seat of the Branch or by e-mail to [motor@interamerican.com.cy](mailto:motor@interamerican.com.cy), within fourteen (14) days from its receipt.

If the Insured Person exercises his right of withdrawal, the Insurance Policy shall be cancelled as of the date of its issuance (ab initio) and it shall be considered to have never been issued, from the time of delivery of the registered letter to the post office or receipt of the relevant e-mail, within the time limit of fourteen (14) days mentioned above.

In case of withdrawal within the abovementioned deadline, the premiums that have been paid shall be refunded in full, unless any compensation has been paid or any claim has been filed under the Insurance Policy.

## 9. Applicable law and jurisdiction

The Insurance Policy shall be governed by the laws of the Republic of Cyprus. The Courts of the Republic of Cyprus shall have exclusive jurisdiction and competence to hear any disputes between the Company and the Insured Person and/or the persons covered under the Insurance Policy, relating to or arising in connection with the Insurance Policy.

Cyprus Law also governs the relationship between the Company and the prospective client at the stage before the conclusion of the Insurance Policy.

## 10. Language

The relevant information is provided to the consumer in Greek. The Company undertakes the obligation to communicate with you and to draw up the terms of the Insurance Policy in Greek. If you wish, communication with you may also be made in English.

## 11. Settlement of Complaints

The Company maintains a system for managing written complaints.

If the Insured Person or any other person covered by the Insurance Policy wishes to make a complaint or remark in relation to the Insurance Policy or the service provided to them, they may send it

- by e-mail at [complaint@interamerican.com.cy](mailto:complaint@interamerican.com.cy)
- by fax at 22 200 800
- by post to INTERAMERICAN's Head of Operations Management (Cyprus Branch), Kate Alexandrou Fotiadou of Panayi, 42-44, Griva Digeni Avenue, 1080, Nicosia

In order to file a complaint, the following information must be provided:

- name and surname
- Father's Name
- Date of birth
- Telephone number
- Insurance Policy number (or motor vehicle registration number, if there is no Insurance Policy Registration number)
- Relationship with the Insurance Policy (Insured Person, beneficiary, injured third party, prospective client)

The Company undertakes to confirm receipt of the complaint within two (2) working days of its receipt and to inform the person who filed the complaint with the respect to the procedure for its examination. The Complaints Department will record the complaint and create an electronic file for filing purposes. The Company will make every effort to respond to the complaint within fifteen (15) days from its submission. If this is not possible, the Company will inform the person who filed

the complaint of the reasons for the delay and in any event it will send a final reply within forty five (45) days from the submission of the complaint.

Complaints are handled in accordance with the Decision of the Superintendent of Insurance of the Republic of Cyprus dated 21 June 2013 in combination with the Act of the Executive Committee of the Bank of Greece with number 88/5.4.2016. The Insured Person may refer to the «Consumer Protection» section of the «Private Insurance Supervision Division» of the Bank of Greece at [www.bankofgreece.gr/Pages/en/deia/consumerprotection.aspx](http://www.bankofgreece.gr/Pages/en/deia/consumerprotection.aspx) as well as to the website of the Superintendent of Insurance of the Republic of Cyprus at [www.mof.gov.cy](http://www.mof.gov.cy), at the link: [mof.gov.cy/assets/modules/wnp/articles/201701/213/editor/.pdf](http://mof.gov.cy/assets/modules/wnp/articles/201701/213/editor/.pdf)

The submission of a written complaint to the Company through this process does not in any way affect the right to take legal action or any other legal measures.

## 12. Out of court settlement of disputes

If the Insured Person is not satisfied with the Company's reply or does not receive any reply in accordance with the complaints procedure mentioned above, he may appeal to the Financial Ombudsman of the Republic of Cyprus (13, Lord Byron Avenue, 1096 Nicosia, postal address P.O. Box 25735, 1311 Nicosia, tel. 22848900, fax 22660584, 22660118, url: [www.financialombudsman.gov.cy](http://www.financialombudsman.gov.cy)) pursuant to the provisions of the Law Relating to the Establishment and Operation of a Single Agency for the out of Court Settlement of Disputes of Financial Nature of 2010, as amended, as well as to any other competent body for out-of-court settlement of disputes. In any event, the Insured Person can always take legal or any other action.

## 13. Taxes, fees and charges

A 5% fee is charged over the net premiums of every Insurance Policy which is paid to the Motor Insurers' Fund. In addition, the initial premium bears a single stamp duty charge in the amount of two (2) euros, regardless of the amount of the premium.

The amount of the premium announced when the Insurance Policy is purchased will also be set out in the Insurance Policy Schedule and will be the final amount payable (this amount already includes the charges mentioned above).

## 14. Statement by the Company

The Company declares that it has not omitted to provide any information that is material with respect to the Insurance Policy at the present stage of pre-contractual information.



**WITHDRAWAL FORM  
WITHDRAWAL DECLARATION FROM THE POLICY  
PROVIDED AT A DISTANCE**

(Fill in and send this notice only if you wish to withdraw and cancel your insurance policy)

**TO:** INTERAMERICAN, PROPERTY AND CASUALTY INSURANCE COMPANY SINGLE MEMBER S.A., Cyprus Branch (42-44, Griva Digeni Avenue (ground floor), 1080, Nicosia), e-mail: motor@interamerican.com.cy

I/we the undersigned ..... hereby withdraw and cancel my/our insurance policy with number .....

Date: ..... / ..... / 20.....

Consumer's signature:

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