CG | UNITED

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Auto Pro

Policy Conditions



Thank you for choosing CG United.

The Auto Pro provides advanced Motor Vehicle Insurance Protection for Third Party Liability (WA) and/or Comprehensive and Collision (Casco) damage claims.

If you need further details or have any questions, your broker or local CG United branch will be delighted to help. Alternatively, help and guidance can be obtained by visiting our website, www.cg.insure.

Important

The insurance cover provided by this Policy may be amended by clauses attached to the Policy.

Please refer to Our Agreement on page 4 of the Policy Conditions and read all Policy documents to ensure that you have the insurance cover required.

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Our Agreement

This Policy, including the Application, **Policy Schedule**, **Endorsements** and **Certificate of Insurance** shall be read together and forms a legally enforceable agreement between **you** and **us**. **We** agree to pay the benefits set out in this policy in exchange for the total premium paid. All information provided in **your** application, including declarations over the Internet form the basis of this **policy**. **You** must answer all the questions in **your** application accurately and reveal all significant facts **you** know or ought to know before this **policy** is issued. Otherwise, **we** may void this policy or refuse a claim. Any word or expression to which a specific meaning has been attached in the Policy Conditions, shall bear such meaning wherever they appear and are highlighted in **bold.**

Definitions

You / Your
Throughout this policy "**you**", "**your**" refers to the "**Policyholder**" specified on the **policy** documents, e.g. **Certificate of Insurance**, **Policy Schedule** or **Mobile Insurance Pass**.

Company / We / Us / Our
"Company", "we", "us", "our" refers to the insurer specified on the **policy** documents.

Policy / Motor Insurance Agreement
The contract between **you** and the **Company**, which consists of the Application, **Policy Schedule** and/or **Certificate of Insurance** and/or **Mobile Insurance Pass** and Policy Conditions.

Motor Vehicle
The insured motor vehicle, owned by **you** or **your company**, as specified on the **policy** documents.

Policyholder
The **Motor Vehicle's** legal owner and contracting party in whose name the insurance **policy** is written and issued. The **Policyholder** owns the insurance policy and has the right to exercise all privileges under the contract of insurance, except where restricted. The **Policyholder** is also responsible for payment of the premium.

Geographical Area
This insurance is effective in the **Geographical Area** (territory) specified on the **Policy Schedule**.

Third Party Liability
Your legal obligation to make good any loss, bodily injury or material damage caused to others.

Accident / Event
An unforeseen and indeliberate occurrence involving the **Motor Vehicle** that occurs during the **policy's** active **period of insurance**, which leads to injury, death, loss or physical damage. Events that are connected shall be considered as one event.

Actual Cash Value (ACV)
The **Motor Vehicle's** value at the time of the event. The ACV is calculated by subtracting a depreciation from the vehicle's insured **Cat. Value / New Value**.

Cat. Value / New Value
The original purchase price of the **Motor Vehicle** at the dealership on the date the car was purchased as new.

New Replacement Value
The amount to replace the **Motor Vehicle** as new but without value depreciation and up to the insured **Cat. Value / New Value** specified on the **policy** documents.

Collision Damage (Casco)
Damage to the insured **Motor Vehicle** resulting from a collision with another motor vehicle or object.

Comprehensive Damage (Casco)
Loss or damage to the insured **Motor Vehicle** by something other than a collision, such as theft, storm, flood, natural disaster, fire, explosion and lightning.

Certificate of Insurance
Document issued by **us** showing the effective date, type of coverage and vehicle details. The **Certificate of Insurance** must always be read in conjunction with the specified policy conditions

Mobile Insurance Pass
The **mobile insurance pass** is a digital snapshot of the **policy** that is stored in **your** mobile phone or phone's wallet app. The **mobile insurance pass** has a **QR-Code** that can be scanned for cover validation.

No-Claim Discount
Annual discount rewarded to **Policyholders** who have not made a claim during the previous 12-month **policy** period. The discount is applied in accordance with the bonus-malus scale (BMS).

Period of Insurance
The insurance **policy** time frame during which the insurance **policy** is effective. The **policy** is a 12-month contract with optional monthly, quarterly, bi-annual or annual premium payment intervals. The expiry or renewal date specified on the **policy** documents reflect the chosen payment period. The full 12-month premium is due in case of a total loss claim.

Policy Schedule
Policy document issued by **us** showing the insured product, corresponding policy conditions, the **Motor Vehicle** details and **QR-Code**. The **Policy Schedule** must always be read in conjunction with the specified policy conditions.

QR-Code
The **QR-Code** is a matrix barcode on **your Policy Schedule** and **Mobile Insurance Pass** that stores **your policy's** information. The **QR-Code** can be scanned for cover validation. A **policy schedule** or **mobile pass** with a deactivated and/or grayed out **QR-Code** is considered inactive and cannot be used as a valid proof of insurance. No coverage is provided if the **policy's QR-Code** is invalid at the time of an **accident** or **event**.

Deductible
The amount of money **you** must pay to **us** before **we** start processing the claim.

Endorsement
An added clause under which the insurance coverage provided under the **policy** is altered or extended.

Section 1 - Third Party Liability

When shown as covered on the **policy** documents, **we** shall provide liability cover for **you** and any authorized driver(s) for injury or damage caused to persons or their property arising from an **Accident** involving the insured **Motor Vehicle**.

1. Insured Amount

We shall indemnify the affected Third Party directly up to the liability insured amount stated on the **Policy Schedule**. In addition, all applicable **deductibles** become instantly payable by **you** to **us**. Charges in connection with a claim, such as expenses for survey, inspection, attorneys' fees and costs of proceedings, shall not reduce the insured amount. Indemnification for the replacement or repair of damaged motor vehicle parts are subject to the Damaged Parts clause described in **Annex 1**. Repair or replacement of other third party property are subject to the Third Party Property clause described in **Annex 1**. In case **we** pay the total insured amount, increased by the expenses incurred up to that moment for the adjustment of the claim, **we** shall be released from any and all further obligations in respect of the **event** in question. In case of a total loss, **we** shall pay the affected Third Party vehicle's **Actual Cash Value** at the time of the **event**.

2. National Ordinance Motor Vehicle Liability Insurance (L.A.M.)

Coverage under this Section is in pursuance of the provisions stipulated in the National Ordinance Motor Vehicle Liability Insurance (L.A.M.).

3. Towing

This Section shall also cover **your** liability in respect of personal injury or property damage caused by a motor vehicle that is towed with **your Motor Vehicle** by way of a friendly service, in so far as no indemnification may be expected for such damage in pursuance of any other insurance, whether or not of an older date. Damage to the towed motor vehicle is not covered by the insurance.

4. Passengers

The insurance shall also cover the liability arising from property damage or personal injury to persons conveyed inside the **Motor Vehicle**, provided these persons are not a spouse or (step-, adopted-) child who lives with and/or is provided for by the **Policyholder,** owner or driver of the **Motor Vehicle**.

5. Load

This Section shall cover the liability for personal injury or property damage caused – other than at the time of loading or unloading – with or by the load or any other goods, while these are on the **Motor Vehicle** or trailer attached to the **Motor Vehicle**, while such load or other goods are being transported, or fall from, or after they have fallen from the **Motor Vehicle** or trailer.

6. Trailers and the like

The Section shall also cover the liability for personal injury or property damage caused with or by a trailer – not listed on the **policy** – attached to the **Motor Vehicle**, provided it is not used for business purposes and as long as the trailer is attached with safety chains.

7. Damage to your other vehicle (private)

If any damage is done with **your** privately used **Motor Vehicle** to another motor vehicle of which **you** are also the owner or keeper, **we** shall bind ourselves to make good the damage caused to such other motor vehicle, provided the two vehicles are used for private reasons, and the **event** did not occur on **your** property.

8. Sistership Clause (commercial)

When shown as covered in the lease or rental Motor Insurance Agreement (M.I.A.), clause or endorsement, the Sistership Clause will cover collision damage to another vehicle owned by **your** company, provided the damage suffered did not occur on **your** property. Damage to other property owned by **you** or under **your** custody and control, as well as bodily injury to employees are excluded.



Section 2 – Damage to Your Vehicle

Section 2 - Damage to Your Vehicle

When shown as covered on the **policy** documents, **we** will pay **you** for loss or damage to the **Motor Vehicle** caused by:

1. Accidental **Collision Damage**;
2. **Comprehensive Damage** caused by fire, explosion, lightning, theft or attempted theft with forced entry, joyriding, damage to windshield, water and flood damage, natural disasters and other kinds of accidental damage or unforeseen hazards, unless excluded;
3. Reasonable and customary charges for guarding and/or transporting the **Motor Vehicle** to the nearest repair shop, where the damage to the **Motor Vehicle** can be repaired;
4. charges and contributions to minimize the loss or damage to the **Motor Vehicle**.

1. Wear and tear, depreciation, breakdown

The insurance does not cover any costs related to mechanical- or electrical breakdown, wear and tear, depreciation, nor does it cover any costs to repair or replace faulty material-, design-, production or inherent vice.

2. Accessories

In respect to accessories as defined below, **we** shall indemnify damaged accessories up to 10% of the vehicle's **Actual Cash Value** or Fl. 2,500, whichever is less;

1. safety promoting accessories, such as emergency lamp, the triangular danger sign, fire extinguisher, towing cable and first aid kit;
2. accessories not belonging to the standard outfit, attached to, on or in the **Motor Vehicle**.

Accessories that exceed the above specified sublimit must be reported to **us** and are subject to **our** approval, acceptance and additional premium.

3. Repair of the Motor Vehicle

Damage to the **Motor Vehicle** shall not be repaired until after an adjuster assigned by **us** has had the opportunity to inspect such damage. Damage assessments and/or repair estimates made by **us** or appointed adjuster shall not constitute an admittance of liability to indemnify **you** for the damage.

4. Loss Payments

1. **We** shall bear the cost of repairing the assessed damage to the **Motor Vehicle**, less all applicable **deductibles**, in pursuance of the conditions described in **Annex 1**. On assessing the amount of the damage, the monetary loss attributable to the **Motor Vehicle** being out of commission shall not be taken into consideration and is excluded by this insurance.

2. In case of loss of the **Motor Vehicle** by theft, **we** shall indemnify **you**, after a minimum of thirty (30) days have elapsed from the date the **Motor Vehicle** was reported stolen to the police, for the **Actual Cash Value** at the moment prior to the theft.

3. In case of total loss of the **Motor Vehicle** by **Collision Damage** or **Comprehensive Damage**, **we** shall indemnify for the **Actual Cash Value** of the **Motor Vehicle** at the moment prior to the **event**, less the value of the remnants or wreck and applicable **deductibles**. The **Motor Vehicle** shall be deemed a total loss if the repair costs exceed 2/3rd of the **Motor Vehicle's Actual Cash Value** at the time of the **event**, less the value of the remnants or wreck.

5. Depreciation Table

The following percentages are used to determine the vehicle's annual **Actual Cash Value (ACV)** in case of a total loss or theft:

75% of the insured **Cat. Value / New Value** for up to and including 12 months
60% of the insured **Cat. Value / New Value** for up to and including 24 months
50% of the insured **Cat. Value / New Value** for up to and including 36 months
45% of the insured **Cat. Value / New Value** for up to and including 48 months
40% of the insured **Cat. Value / New Value** for up to and including 60 months

We use the first day of a calendar year of the **Motor Vehicle's** model year to calculate the depreciation. If **you** can provide **us** with the **Motor Vehicle's** original purchase date, **we** will use that date to calculate the depreciation on a pro rata basis.

For motor vehicles older than 60 months, **our** surveyor will determine the value.

We reserve the right to apply a higher depreciation percentage for;

1. vehicles that are driven more than 20,000 km per year;
2. vehicles that are poorly maintained;
3. vehicles with right hand steering wheel;
4. used vehicles imported from abroad;
5. vehicles with pre-existing damage;
6. electric vehicles.

6. Insured Limits

The aggregate payable amount for all Casco claims together, arising from Comprehensive- and/or Collision damage, shall never exceed the **Motor Vehicle's Actual Cash Value** at the time of **accident** or **event**, unless **New Replacement Value** is shown as covered on the **policy** documents.

General Conditions

1. What is not covered

From the insurance shall be excluded:

a. any accidental damage, loss or liability caused, sustained or incurred outside the insured **Geographical Area** or in a restricted area that requires pre-authorization;
b. any claims arising out of any contractual liability;
c. damage to property belonging to **you**, also damage to property that **you** or any other person on **your** behalf, on any grounds whatsoever, has under his actual control, in his keeping or under his supervision;
d. the liability of the person who has not expressly or tacitly been authorized by a person authorized to the effect, to use the **Motor Vehicle** as a driver or as a passenger;
e. liability for damage to the goods transported by the **Motor Vehicle**, except for damage to the personal properties of passengers riding along inside the vehicle, provided the passenger is not a spouse or (step-, adopted-) child who lives with and/or is provided for by the **policyholder** or driver**;**
f. damage to third parties during loading and unloading;
g. damage arising out of racing, speeding, drifting, burnouts (fever) and/or reckless driving activities;
h. any claims arising out of the use of the **Motor Vehicle** for off-roading or any other driving activity on rough terrain and roads not intended for normal public use;
i. claims arising from damage caused on purpose or with intention;
j. claims arising from the driver being under the influence of alcohol or any medication, drug or stimulant, or the driver being incapable of driving the **Motor Vehicle** due to other causes, such as, tiredness, dizziness or drowsiness;
k. claims arising from using the **Motor Vehicle** for unlawful or criminal purposes or for purposes other than those for which it is intended to be used;
l. damage resulting from terrorism, war, civil war, riot or disturbances, from conflicts on account of political convictions, or of the execution of any measure in connection therewith taken by any domestic or foreign government.;
m. damage or injury to occupants not seated in a normal seat or conveyed on a trailer or in the cargo space of the **Motor Vehicle**;
n. damage or injury if the number of people, including the driver, at the time of the **accident** exceeds the **Motor Vehicle's** legal and/or factory passenger capacity;
o. **collision damage** while the driver is not holding a valid driver licence as prescribed by law. This includes, but is not limited to, a driver license that is expired or suspended, the driver not having a driver license at all, or the driver license not being valid for the category or type of insured **Motor Vehicle**;
p. coverage for the diminished value or perceived reduction in value of the **Motor Vehicle** after it has been repaired;
q. claims arising from the driver handling, speaking or text messaging on a hand-held mobile phone or portable electronic device;
r. theft arising out of the driver leaving the **Motor Vehicle's** keys inside the vehicle;
s. damage to aircrafts or aircraft parts;
t. damage to tires unless the **Motor Vehicle** is damaged at the same time;
u. repair of damage that already existed before or at the time of the **accident** or **event**;
v. any claims following statements or claims that are false, fraudulent, misrepresented and/or misleading;
w. damage to the **Motor Vehicle** and/or damage and injury to others arising from leaving the **Motor Vehicle** unattended following an **accident**;
x. claims for loss of income following damage to the **Motor Vehicle**;
y. any liability claims arising from injury to an occupant who did not wear a safety belt as required by law at the time of the **accident**;
z. Costs to transport the **Motor Vehicle** to another country in case the **Motor Vehicle** cannot be repaired locally.

2. Temporary Replacement Vehicle (Time Loss)

If shown as covered on the **policy** documents, **we** will reimburse rental vehicle charges or provide **you** with a rental vehicle for a maximum of 10 days in case of a total loss or a maximum of 14 days in case of repairs. **Our** liability for temporary replacement vehicle costs shall never exceed Fl. 900 in total per covered event. This benefit ends automatically if the **Motor Vehicle** has been repaired, returned or replaced before the above specified limits have been exhausted. Reimbursement of rental vehicle charges are subject to **you** providing **us** with the original rental vehicle agreement, invoices and payment receipts from a registered and legally recognized car rental company.
The above specified limits do not apply for commercially used vehicles. For commercial motor vehicles, **we** will reimburse rental vehicle charges for a maximum of Fl. 350 or provide **you** with a rental vehicle for a maximum of 7 days. This benefit does not apply to taxis, heavy duty vehicles and buses.

3. Assistance in proceedings

If following an event, which may lead to payment under this insurance, legal action is brought against **you**, **we** shall conduct the proceedings on **your** behalf and undertake to bear the costs. If criminal prosecution should be brought against **you** following an event, **we** shall have the right, but not the obligation, to assist **you**. As long as **we** exercise this right, **we** shall bear the costs of legal assistance in such proceedings. Under no circumstance shall compensation be made for criminal penalties, amounts paid upon surrender and legal costs connected with any criminal procedure other than as referred to in the preceding sentence.

4. Right of Recourse

If pursuant to the (L.A.M.) National Ordinance Motor Vehicle Liability Insurance, or a similar Act of another country of which the insurance is extended by addendum or otherwise, compensation should be due by **us**, but for which according to the **policy** there is no coverage, **we** shall be entitled to recover the amount paid by **us** from **you**, and/or from the person who has caused the damage.

The right of recourse shall also include the expenses incurred by **us** in respect of the damage. **We** shall also be entitled to a right of recourse as referred above in case of damage or loss caused after termination of the insurance or during the suspension thereof.

5. Deductibles

All **deductibles** are in ANG/AWG. In the event of **Third Party Liability** claims, the **deductible** shown on the policy documents shall remain for **your** account, per **event**.

Unless stated otherwise, the **Comprehensive Damage** and **Collision Damage** (Casco) **deductible** per covered **event** is based on the **Motor Vehicle's** insured value and usage category:

Insured Value	Personal	Commercial	Taxi	Heavy Duty	Bus
Up to 19,999	150	150	150	150	150
20,000 – 29,999	250	350	350	500	500
30,000 – 49,999	350	550	550	600	600
50,000 – 74,999	500	750	750	800	800
75,000 and higher	700	950	950	950	950

You are always required to report all additional drivers to **us**. An **additional deductible** of Fl. 250 is applicable if an **accident** was caused by a driver who has not been screened and accepted by **us**. The additional deductible does not apply to **your** legal spouse nor vehicles that have been accepted and insured by **us** for commercial use.

6. Your Responsibilities

1. **You** must maintain **your Motor Vehicle** in an efficient and roadworthy condition and have a valid Inspection Certificate as required by law.

2. In case of an event, **you** are obliged:

    a. to immediately report the incident to the authorized incident registration company shown on the **policy** documents;

b. to complete as accurately as possible the claim form supplied;
c. to provide **us** with the names and addresses of witnesses;
d. to refrain from making any promise or statement, or performing any act from which an admission of liability might be deduced and to omit doing anything that may harm **your** legal position;
e. to immediately report to the Police, a hit-and-run, theft, joyriding, misappropriation or embezzlement;
f. to take all precautions to prevent further loss or damage to the **Motor Vehicle** or anyone else;
g. to never leave the vehicle unattended unless **you** take all necessary precautions to prevent further loss or damage to the **Motor Vehicle** or anyone else;
h. to refrain from performing any and all acts through which **our** interests shall be injured;
i. to remove the **Motor Vehicle** from the public road after the incident registration company and/or police have completed their work and investigation.

If **you** fail to comply with the obligations described above, all rights to indemnification shall be forfeited and render the coverage void.

7. Changes

You are obliged to notify **us** within 7 days if there is any change in the use of the **Motor Vehicle** and to immediately notify **us** if there is a change of vehicle. Upon receipt of a notification, **we** reserve the right to adjust the premium, amend the conditions or to cancel the insurance. Failure to report the change within the specified timespan shall render the coverage void.

8. Loss Settlement

We shall be authorized to handle any claim which might be for **our** account, to indemnify the injured party for **you** or on **your** behalf and to refute or reach a settlement with the injured party. **You** shall be obliged to furnish **us** with the necessary authority to handle the claim.

9. Loss Settlement in case of Theft

In case of theft of the **Motor Vehicle you** have the obligation to make all the vehicle's keys available to **us**. Moreover, in case **you've** been indemnified for theft of the **Motor Vehicle**, **you** are obliged to transfer **your** ownership rights to **us**. Unless agreed otherwise, **we** shall not be bound to pay for the loss until after 30 days have elapsed from the date the **Motor Vehicle** was reported stolen. If the Motor Vehicle is recovered within 30 days, the loss payment will be settled in accordance with subsections 4 and 5 of **Section 2 – Damage to Your Vehicle**.

10. Payment of Premium

You shall be obliged to pay the premium as specified on the invoice. The initial premium is due on the day the **policy** is presented or issued. Settlement of a total loss claim is subject to the full 12-month premium being paid. If there's an outstanding balance, **you** are responsible to pay the balance before **we** can settle the claim.

11. Consequences of non-payment or late payment of the renewal premium

After the period of insurance has expired, the insurance shall be extended for a 30-day grace period. If a claim arises from an **accident** or **event** that occurs during the 30-day grace period, you are obliged to pay the full 12-month premium. Non-payment of the renewal premium before the 30-day grace period expires shall lead to retroactive cancellation of the insurance as per the previous insurance period's expiry date. All **accidents** or **events** that occurred during or after the 30-day grace period has expired, shall be excluded form coverage.

12. No-Claim Discount

Third Party Liability – WA / WA Pro / WA Extra Products
In case no claims were made during a 12-month period, **we** will apply a discount on **your** next **policy** period's gross premium by moving **you** one step higher on the WA / WA Pro / WA Extra bonus-malus scale (BMS):

Step	Claim Free Years	Bonus / Malus
1	-	+20%
2	-	+10%
3	**0**	**0%**
4	1	-10%
5	2	-20%

6	3	-30%
7	4	-40%
8	5	-50%
9	6	-60%
10	7	-60%
11	8	-60%
12	9 or more	-60%

Comprehensive and Collision – WA Casco Products
In case no claims were made during a 12-month period, **we** will apply a discount on **your** next **policy** period's gross premium by moving **you** one step higher on the WA Casco bonus-malus scale (BMS):

Step	Claim Free Years	Bonus / Malus
1	-	+20%
2	-	+10%
3	**0**	**0%**
4	1	-10%
5	2	-20%
6	3	-30%
7	4	-40%
8	5	-50%
9	6	-60%
10	7	-60%
11	8	-60%
12	9	-60%
13	10	-65%
14	11	-65%
15	12	-65%
16	13	-70%
17	14	-70%
18	15	-70%
19	16	-75%
20	17	-75%
21	18	-75%
22	19 or more	-80%

For every claim payment made, **we** will reduce **your** No-claim discount by moving **you** two steps back on the bonus-malus scale.

An insurance period shall be considered claim-free if in such a year (12 months) no **accident** has taken place for which **we** must pay a claim under the policy conditions. The No-claim discount is not applicable for motor fleets, unless stated otherwise in the **Motor Insurance Agreement** (M.I.A.) or **Policy Schedule**.

13. Matching No-claim Discount

Subject to **our** pre-approval, the no-claim discount can be applied to a second privately used vehicle owned by **you** or **your** legal spouse. In order for **you** to be eligible for the matching No-Claim discount, the following conditions must be met;

1. the second vehicle must either be registered on **your** name or **your** legal spouse's name;
2. the second vehicle is not driven by **your** children under the age of 21;
3. the vehicle is for private use only;
4. both vehicles are or will be insured with **us**;
5. the maximum entry level for a second vehicle discount is 50%.

Each motor vehicle's discount is kept separately and is not affected by a claim payment made on the other motor vehicle. The matching no-claim discount is only applicable to a second vehicle and cannot be used more than once.

14. Restoration of the no-claim discount

During an active insurance year, **you** shall have the right to take for **your** account the full indemnity amount paid by **us**. In such a case, the insurance year shall be considered as having expired claim-free, provided **you** have returned such amount(s) to **us** prior to the **policy's** renewal date.

15. No-Claim Protection

You will not move two steps back on the bonus-malus scale for claims related to theft, joyriding, cracked windshield, natural disasters and other events outside of human control. The No-claim discount is also protected if **we** can recover a paid claim in full without incurring costs and/or legal proceedings.

16. Accident Forgiveness

For an additional premium and subject to Accident Forgiveness being shown as covered on the **Policy Schedule**, **you** can further protect **your** No-claim discount, by allowing **you** to make one at-fault claim per year without jeopardizing **your** No-claim discount. After the first Accident Forgiveness, the No-claim discount penalty is applied on all subsequent claims made during the concerning insurance period.

17. Cancellation by Us

We shall have the right to terminate the insurance before its expiry date:

a. If the insurance has been suspended as a consequence of non-payment or late payment of the premium;
b. Following a claim;
c. In case of a misstatement on the application;
d. In case of fraud or misrepresentation following a claim.

18. Cancellation by You

You may cancel the insurance if the **Motor Vehicle** has been declared undrivable, has been stolen, has been sold or the insurance period has expired. In case the policy period has not expired, **you** are obliged to notify **us**. Cancellation of policies that have a bank or lender as beneficiary are subject to the bank's pre-approval.

19. Refund of Premium

When **you** are eligible for a refund, **we** will refund the premium paid for the remaining unused **period of insurance**. However, **we** will not refund any premium in case a claim has been made or will be made for an **accident** or **event** that occurred during the concerning **period of insurance** or in case **we** cancel the insurance due to a misstatement on the application or a misrepresentation following a claim.

In case the vehicle has been sold and the most recent **Certificate of Insurance** has been lost, **we** will not reimburse the premium until the 16-day grace period as stipulated under Article 12 the L.A.M. has expired.

In case **we** indemnify **you** for damage to the **Motor Vehicle** on the basis of total loss or theft, no premium adjustment or refund shall be made for the remaining period of insurance.

Subject to pre-approval of management, **you** may be eligible to receive a refund if a paid claim can be recovered in full from a liable third party without incurring costs and/or legal proceedings.

20. Transfer of Policy Document

You may never transfer a **policy** document or insurance to another party or vehicle. In case the vehicle has been sold **you** are obliged to notify **us** and cancel the policy immediately. In case **we** are required to indemnify another party under Article 12 of the L.A.M., **we** reserve the right to recover the claim amount due by **us** from **you**.

21. Falsification

Falsification, forgery or duplication of the **policy** documents is illegal and punishable in a court of law. All offenders shall be reported to the police.

22. Right to Claim

Every right to claim under this policy shall lapse automatically in case **you** do not make a claim within 12 months after the **accident** or **event** date.

23. Disputes

Any and all disputes arising out of or in connection with any insurance policy issued by CG United shall be submitted exclusively to the Court of First Instance of Aruba or Curaçao, depending on the **geographical area** where the insurance policy was issued.

24. Contact Information and Notifications

If there are any changes to **your** contact information, such as, **your** mailing address, email address and/or (mobile) telephone numbers, **you** are required to notify **us** within 14 days of the change.

Notifications from **us** to **you** shall be sent to **your** last known address or email address. **We** are not liable for failing to notify **you** if **you** have not informed **us** of **your** new- or correct contact details.

25. Termination by Law

Law shall terminate the insurance:

a. in case the **Motor Vehicle** is shipped, used or stored abroad or outside the covered **geographical area**;
b. as soon as **you** or – in case of **your** demise – **your** heirs cease to have an interest in the **Motor Vehicle** and at the same time lose the actual control over it. **You** or **your** heirs shall be bound to notify **us** in writing of any assignment of the property and any and all circumstances leading to the termination of the coverage within 14 days of such assignment or circumstance.

Endorsements

The coverages provided under the **Endorsements** do not apply unless shown as covered with an insured amount on the **policy** documents. All terms, conditions and exclusions specified under General Conditions remain applicable.

E1 - New Car Replacement

When shown as covered on the **policy** documents, this **endorsement** replaces subsections 4 and 5 of **Section 2 – Damage to Your Vehicle**. Only new- and privately used vehicles purchased at a local dealership are eligible for the New Car Replacement coverage. The policy's coverage must remain active and uninterrupted for 12 successive months (WA Casco 1) or 36 successive months (WA Casco 3), depending on the product **you** choose. This coverage is deleted automatically on the same day of the month as the policy's inception date after the 12 months (WA Casco 1) or 36 months (WA Casco 3) have expired. The New Car Replacement coverage is not extended into the 30-day grace period that follows the 12th month (WA Casco 1) and 36th month (WA Casco 3) of coverage.

1. Loss Payments

a. In case of loss of the **Motor Vehicle** by theft, **we** shall indemnify **you**, after a minimum of thirty (30) days have elapsed from the date the **Motor Vehicle** had been reported stolen, for the **Motor Vehicle's** new replacement value but never more than the sum insured specified on the **policy** documents.
b. In case of loss or damage of the **Motor Vehicle** by any other **Comprehensive Damage** or **Collision**, **we** shall indemnify for the **Motor Vehicle's** new replacement value but never more than the **Motor Vehicle's Cat. Value / New Value** specified on the **policy** documents. The **Motor Vehicle** shall be deemed a total loss if the repair costs exceed 2/3rd of the **Motor Vehicle's Cat. Value / New Value** specified on the **policy** documents.
c. The new replacement value of the **Motor Vehicle** shall consist of the last known list-price of a **Motor Vehicle** of a similar make, type and execution but never more than the sum insured specified on the **policy** documents.
d. The new replacement value is only applicable if at the time of a covered event, the **Motor Vehicle** was being operated by the **policyholder**, the **policyholder's** legal spouse or a driver specified on the **policy** documents. If the vehicle at the time of the event was being operated by any other licensed driver, an adjustment for depreciation and physical condition of the insured **Motor Vehicle** shall be applied in accordance with subsections 4 and 5 of **Section 2 – Damage to Your Vehicle**.
e. After the New Car Replacement coverage has expired, we shall indemnify for losses and repairs in accordance with subsections 4 and 5 of **Section 2 – Damage to Your Vehicle**.

E2 - Uninsured Motorist

When shown as covered on the **policy** documents, this endorsement covers physical damage to the **Motor Vehicle** caused by an Uninsured Motorist.

1. Definitions

Uninsured Motorist
An uninsured motorist is defined as a motor vehicle that does not have a valid third liability insurance at the time of the **accident**. However, an uninsured motor vehicle does not include any vehicle or equipment, owned by **you**, furnished by **you**, or available for the regular use by **you** or any family member. Neither do vehicles used for governmental purposes.

Collision
Collisions under this endorsement is defined as damage to the insured **Motor Vehicle** resulting from an accidental collision with an uninsured motor vehicle while participating in traffic.

2. Cover for Damage to the Insured Motor Vehicle

1. **We** will pay for compensatory damages which **you** are legally entitled to recover from the owner or operator of an uninsured motor vehicle who caused physical damage to the insured **Motor Vehicle** as a result of an accidental collision.
2. Any judgment for damages arising out of a suit brought without our consent is not binding on **us**.
3. **We** will pay for direct and accidental damage to the insured **Motor Vehicle**, minus any applicable deductible. **We** will pay for damage to the insured **Motor Vehicle** caused by collisions only. Damages caused by a hazard other than a collision as defined herein are explicitly excluded from this coverage.

4. Unless stated otherwise, **our** limit of liability for loss will be the lesser of the:

    a. The maximum insured limit for Uninsured Motorist,
    b. The **Actual Cash Value** of the damaged **Motor Vehicle**,
    c. Amount necessary to repair the **Motor Vehicle**.

5. **We** shall bear the cost to repair the damage to the **Motor Vehicle**, subject to the terms established in **Annex 1** and insured limits.
6. An adjustment for depreciation and physical condition will be made in determining the **Motor Vehicle's Actual Cash Value** at the time of the collision.
7. If other sources of recovery also cover the loss, **we** will pay only the excess amount over any other collectible source of recovery including any other applicable physical damage insurance and any other source of recovery applicable to the loss.
8. Loss because of not being able to use the insured **Motor Vehicle** while damaged or under repair and whether caused by a collision or not, is excluded from this coverage.

3. Duties after an event or loss

We have no duty to provide coverage under this policy unless you promptly report the incident to the authorized traffic incident registration company stated on the **policy** documents.

4. Exclusions

In addition to all other exclusions applicable under the policy conditions, the following exclusions apply:

1. **We** do not provide coverage if the owner of the motor vehicle that caused the accident has not been identified and has not been proven to be uninsured.
2. **We** do not provide coverage for medical costs arising from any bodily injuries to any person.
3. **We** do not provide coverage if the **collision** damage occurred in places, circuits and areas that are not intended for daily traffic use.
4. **We** do not provide liability coverage to any person under the uninsured motorist coverage.
5. **We** do not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any event or loss for which coverage is sought under this policy.
6. No legal actions may be brought against **us** until there has been full compliance with all terms of this **policy**.

E3 - Limited Casco Coverage

When WA Casco L is shown as covered on the **policy** documents, this endorsement covers loss or damage to the **Motor Vehicle** in accordance with the terms and conditions stipulated under **Section 2 – Damage to Your Vehicle**.

The maximum limits of indemnity under this Endorsement are subject to the insured amounts specified on the **policy** documents:

Coverage	Maximum Limit
Collision Damage	Specified Sublimit
Comprehensive Damage	Actual Cash Value

Cover Restrictions
Unless stated otherwise in the Motor Insurance Agreement (M.I.A.) or **Policy Schedule**, Collision Damage is excluded for Motor Fleet vehicles under this Endorsement.

E4 - Personal Accident

When shown as covered on the **policy** documents, this endorsement entitles the insured or legal heirs of the insured to financial compensation for dismemberment or death suffered by the insured driver or passengers inside the insured **Motor Vehicle** due to an **accident** described hereinafter.

1. Definitions

Accident
A sudden, unexpected, external, violent event involving the insured **Motor Vehicle** that directly affects the body and that can be ascertained medically.

Insured
A passenger or driver of the insured **Motor Vehicle**.

2. Compensation

The level of compensation is determined by the table below and is paid on a per vehicle basis. In case more than one occupant is injured in a covered event, the total payable amount is reduced proportionally. Conversely, the compensation levels are not reduced if, for an additional premium, the Personal Accident benefit is insured on a per passenger seat basis.

After the grade of permanent disability has been determined by the medical advisor, **we** will pay a percentage of the Personal Accident Sum Insured specified on the **policy** documents.

Benefit A - Death

Loss of life	100%

Benefit B - Dismemberment / Permanent Disability

Loss or permanent use of both hands	100%
Loss or permanent use of one hand	50%
Loss or permanent use of both feet	100%
Loss or permanent use of one foot	50%
Loss or permanent use of both legs	100%
Loss or permanent use of one leg	50%
Complete loss of sight in both eyes	100%
Complete loss of sight in one eye	50%
Loss of hearing of both ears	60%
Loss of hearing of one ear	30%
Loss of a big toe	5%
Loss of any other toe	3%
Loss of a thumb	25%
Loss of an index finger	15%
Loss of a middle finger	10%
Loss of a ring finger	5%
Loss of a little finger	5%

a. The profession and occupation of the **insured** has no influence on determination of the grade of disability.
b. In case of partial permanent loss of function of one or more of the above specified body parts, a corresponding part of the compensation will be granted and determined by the medical advisor.
c. In case of total loss of function of more than one finger of a hand, the compensation will not exceed the compensation for loss of a complete hand.
d. The percentages stated in the table will be decreased if the permanent disability is worsened by ailments and physical disabilities that already existed prior to the **accident**.

3. Beneficiary

In the event death occurs, the benefit shall be paid to the legal heirs of the **insured**. The other benefits shall be paid directly to the **insured**.

4. Exclusions

The Insurance provided under this endorsement does not cover any loss resulting from or caused directly or indirectly, wholly or partly, by:

a. Disease or bodily or mental ailment, or medical or surgical treatment thereof, or hernia, ptomaine or bacterial infections (Except phylogenic infections of and through a visible wound accidentally sustained), or;
b. Self-destruction or self-inflicted injury, sane or insane, or;
c. Racing, reckless driving, drifting, burnouts (fever), skill contests or;
d. The vehicle was used in places, circuits and areas that are not intended for daily traffic use;
e. War, declared or undeclared, or any act of war or insurrection; or participating in a riot, civil commotion or assault or service in any military, naval or air force of any country while such country is engaged in war, or performing police duty as e member of any military or naval organization, or;
f. Accidents arising out of or in the course of employment, unless the **Motor Vehicle** is specifically insured for commercial use.
g. To persons who have gained control of the **Motor Vehicle** by theft or an act of violence, and to those who though being aware of this, make use of the **Motor Vehicle** without valid reasons.
h. In the event an **accident** was caused with intention or consent, or due to gross negligence of an **insured** or of a party interested in regard to the benefit.
i. In the event of a risky undertaking, intentionally and recklessly jeopardizing the life or body of a person, unless the performance of said venture was reasonably necessary in lawful self-defence or in an attempt of the **insured** to rescue him/herself, other persons, animals or property.
j. In the event the occurrence or the **accident** is caused or has arisen as a consequence of the intentional commission of or participation in a criminal offense or attempt to perpetrate a criminal offense.
k. This insurance does not cover an **accident** or **event**, in case the driver:

    1. had not been authorized by or on behalf of the **Policyholder** to drive or to operate the **Motor Vehicle**;
    2. was under the influence of alcohol or any medication, drug or stimulant or the driver was incapable of driving the Motor Vehicle due to other causes such as dizziness or drowsiness;
    3. refused to cooperate with a blood test to verify the level of alcohol consumed;
    4. was too tired or not qualified to drive or operate the **Motor Vehicle**;
    5. was not in the possession of a driver's license that is valid and prescribed for the **Motor Vehicle** concerned;

5. Impermissible Seat

We do not provide coverage if the injured passengers were being transported outside the passenger cabin or in seats that are not legally permissible.

6. Obligations after an incident

a. In the event of death of an **insured**, the beneficiary shall be obliged – on penalty of forfeiting his/their rights under the **policy**, to notify the **Company** not later than 48 hours prior to the funeral or cremation and, without delay, to grant permission for an unconditional autopsy, if necessary after exhumation of the dead body.
b. The **Policyholder** or, as the case may be, the **insured** shall be obliged – on penalty of forfeiting his/her rights arising from the policy – to notify the **Company**, without delay, but within 30 days, of an accident from which might ensue a right to a benefit on account of permanent disability.
c. The **insured** shall be obliged, in any case, to seek medical treatment from a physician without delay and, furthermore, to do everything possible to advance his recovery. In case of non-fulfilment of this obligation the right to a benefit will cease to exist.

d. The **insured**, respectively, the beneficiary shall be obliged to provide all information requested by or on behalf of the **Company** about the accident and the consequences of the accident and to contribute towards every investigation into the **accident** or consequences of the **accident** (including the cause of death in case it concerns a fatality), instituted by or on behalf of the **Company**, such on penalty of forfeiting any rights arising from the **policy**.
e. Every right to a benefit shall lapse automatically in case the notification or information of these conditions is sent later than 12 months after the **accident** took place.
f. All claims or titles which the **Policyholder** and/or the i**nsured** allege to have against the Company under this policy, must be brought before the court within 12 months after the **Company** has expressed its final verdict in writing; if the **Policyholder** and/or insured fail to comply with this stipulation, all rights shall lapse.
g. The **insured** or beneficiary shall be obliged – on penalty of forfeiting his/her rights arising from the **policy** – to comply with the instructions of the medical practitioners in charge of the treatment.

7. Disputes specific to this Endorsement

In case the parties cannot agree on the existence or non-existence of a disability and/or on the degree of such disability a medical committee consisting of three physicians shall give a final judgment which is binding upon both parties. Each party shall appoint a physician; the physicians shall by mutual consultation appoint a physician/expert. In case there is disagreement on the choice of the third physician, he shall be appointed by the competent court at the request of the party taking the initiative. Each of the parties shall pay half of the expenses involved for the binding decision.

Annex 1

The coverage provided under the policy conditions for the repair of damaged motor vehicles is subject to the following conditions:

Repair and Replacement of Damaged Parts (WA or Casco)
All damaged motor vehicles for which **we** may be liable under the policy conditions to replace or repair damaged parts must first be evaluated by a claims adjuster appointed by **us**. When it is determined that certain parts must be repaired or replaced, aftermarket parts shall be used in the appraisal, unless the motor vehicle was in good pre-accident condition and had been driven for less than 50,000 km in total. In such a case, Original parts (OEM) shall be used. However, in case an original (OEM) part is out of stock, no longer available or cannot be acquired within 21 days after the adjuster's report has been submitted to us, the aftermarket part value shall be used. It is further noted and agreed that **we** reserve the right to order parts from any registered supplier of original (OEM) parts and have no obligation to buy parts from one specific dealership.

Third Party Property (WA)
In the event **we** are liable to replace or repair third party property, other than a motor vehicle, the damages must first be assessed and evaluated by a claims adjuster appointed by **us**. Depreciation and condition of the third-party property prior to the **accident** will be taken into account when determining the final settlement amount.

Damage to Window Glass or Windshield (Casco Deductible)
In the event that the **Motor Vehicle** is insured against **comprehensive damage** (Casco), any unforeseen cracking of the windshield is exempted from the Casco deductible, provided that no other parts of the vehicles were damaged during the incident and the cause of the cracked windshield was not caused by a **collision**.

Obligation to Repair (Casco)
If a leasing company or bank holds title to the **Motor Vehicle** or if **you** are still making loan payments on the **Motor Vehicle**, **you** are obliged to repair the damaged **Motor Vehicle**. If **you** wish to continue to have **collision** and **comprehensive damage** (Casco) coverage on the **Motor Vehicle**, **you** are also obliged to repair the **Motor Vehicle**. In such cases, **we** shall pay the repair shop directly.

In the event that **you** fully own the damaged **Motor Vehicle** and **you** no longer wish to insure it against **collision** and **comprehensive damage** (Casco), **you** have the option not to repair the damaged **Motor Vehicle**. In such cases, **we** shall reserve the right to pay the **Actual Cash Value** of the damaged parts or pay a percentage of the total repair costs, as determined by the claims adjuster. In addition, all rights under the policy conditions to claim Time Loss expenses would be subsequently forfeited.

Stated Value Clause (Casco)
In case the **Motor Vehicle** is insured for a pre-approved Stated Value for **collision** and **comprehensive damage** (Casco), the following conditions shall apply:

Contrary to what may be stipulated in the policy conditions and elsewhere in Annex 1, it is hereby understood and agreed that in the event of a total loss, the insurance shall pay the **Actual Cash Value** but never more than the insured Stated Value.

When it is determined that the **Motor Vehicle** is not a total loss and certain parts must be repaired or replaced, Aftermarket parts shall be used in the appraisal or 75% of the original parts (OEM) value, whichever is less.