

## Insurance for Land Transport Vehicles for Private and Commercial Use

Category: Vehicle Insurance

Published: Wednesday, 04 May 2016 12:09

Written by redpinar

Hits: 35919

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In this insurance the main coverage is for material damage, and at least one of the following risks must be contracted: Fire, Lightning, Explosion and Transport, Shock or Overturn, Subtraction and Comprehensive Coverage.

1. Fire, Lightning, Explosion and Transport: With the exception of the exclusions, it covers material damage or loss that the insured vehicle may suffer, including its parts and pieces, while the vehicle is in circulation, at rest or during transportation, as a consequence of Fire, Lightning, Explosion and Transport.
2. Crash or overturn: Due to direct and violent collision with any vehicle, object, person, animal, unevenness of the public road, as well as the overturning or overturning of the vehicle. This is understood to be the collision with unevenness of the public road, those cases in which the vehicle during its trajectory impacts directly and abruptly against any speed bump, ditch, hollow, pothole, mound or sewer, among others, causing severe damage to it, generally in its lower part, from front to back.
3. Subtractions: Robbery, theft, misappropriation and theft of the insured vehicle for use. Theft of the insured vehicle is excluded when it is a motorcycle, scooter or motor tricycle.
4. Comprehensive Coverage: Due to the direct and immediate action of a cyclone, sleeve or wind whirlwind, tornado, sea level, hailstorms, rain, flood due to the above events, earthquake, total or partial collapse of buildings, fall of airships or objects, birds, public disorder, intentional or negligent actions of third parties and unevenness of the public road, which has not been typified as a risk of collision.

The additional coverage of Civil Liability is conditioned to the contracting of some of the risks contained in the basic coverage of Material Damage, where the Insurer covers the civil liability of the Insured for damages caused to a third person derived from an accident occurring with the insured vehicle.

For the purposes of this cover, damage to a third party is understood:

- Damage to the property of others: that accidentally caused by the insured vehicle to the property of third parties, up to the limit specified in the Particular Conditions.
- Bodily injury or death: those caused accidentally by the insured vehicle to third parties, up to the limit specified in the Particular Conditions.

The ESEN will consider, as if it were the insured person, any other person driving the insured vehicle with the knowledge and consent of the insured person, causing damage to third parties, provided that the said driver observes, complies with and is subject to the terms and conditions of the contract, as well as extending the cover for Civil Liability incurred by the insured person in driving any other vehicle that is not his property.

### Exclusions

No compensation shall be paid for the consequences of the following events:

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Acts committed intentionally by the Insured, their representative, spouse or relatives up to the fourth degree of consanguinity and second degree of affinity.

Material damages or losses produced before the Policy is arranged, or during the suspension of the effects of any coverage, or due to non-payment of premiums on the established dates.

Material damage or loss derived from the mere action of time, or from the deterioration of the insured vehicle due to lack of maintenance and conservation.

Damage or loss caused to animals and objects owned by the Insured or third parties while they are in the insured vehicle.

Accidents occurring while the insured vehicle is used in circuits, races or similar contests or in preparatory tests for said events, or while it is destined for learning or training practices, or when it is used for the perpetration of a crime, or in the transport of explosives, toxic or inflammable materials, or used in a manner different from that declared by the Insured or Policyholder at the time of taking out the insurance.

Damages caused by loss of profits and other indirect damages of any kind.

Damage suffered by the vehicle which, directly or indirectly, was caused or aggravated by nuclear reaction, nuclear radiation or radioactive contamination.

Declared or undeclared war, invasion, acts of foreign enemies, riot, civil commotion, insurrection, uprising, rebellion, sedition or facts that the laws qualify as crimes against the Internal Security of the State, as well as the application of the State of Emergency as a consequence thereof.

Has not complied with the burden of proof or has done so insufficiently, to that effect

to know reliably about the occurrence of the incident, its causes, the degree of responsibility of the Insured or driver of the insured vehicle and any other element or circumstances concurrent in the damaging event.

In addition, the following facts are excluded for the risks of Fire, Lightning, Explosion, Transport, Crash, Rollover and Comprehensive Cover:

Driving the insured vehicle in a state of drunkenness, or being affected to drive by having ingested alcoholic beverages, or being under the influence of drugs, toxins, narcotics or hallucinogenic substances, hypnotics, narcotics or others with similar effects.

The lack of a driving licence of the driver of the insured vehicle, or having one, does not correspond to the category of the insured vehicle; as well as the breach of the sanction of deprivation or suspension of the driving licence.

Violation of the legal provisions in force in terms of requirements and number of persons transported according to the capacity of the insured vehicle, the weight, size or passengers in places not suitable for this purpose, or in vehicles not officially authorised to provide this service.

Damage occurring during the transportation of cargo or passengers in places not suitable for that purpose, or in vehicles not officially authorized to provide that service.

Violation of the legal provisions in force relating to the efficient technical condition and safety of the vehicle when driving it on public roads.

Damage to tyres and inner tubes as a result of punctures and bursts, unless it is the direct result of an accident that has also affected other parts of the vehicle.

It is excluded for the risk of Comprehensive Cover:

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Damage or loss caused by meteorological phenomena to the insured vehicle when the Insured or Policyholder has not taken sufficient preventive measures in advance to preserve the property, avoid damage or lessen its consequences, in accordance with the guidelines and regulations established by the traffic authorities, the Civil Defence and the Meteorology Institute, as the case may be.

Damage caused by the admission of water in the engine, when parked or when driving with the insured vehicle through a flood.

Damage caused to the engine and mechanical attachments as a result of contaminated fuel consumption.

It is excluded for Civil Liability coverage:

Driving the insured vehicle in a state of drunkenness, or being affected to drive by having ingested alcoholic beverages, or being under the influence of drugs, toxins, narcotics or hallucinogenic substances, hypnotics, narcotics or others with similar effects.

The lack of a driving licence of the driver of the insured vehicle, or having one, does not correspond to the category of the insured vehicle; as well as the breach of the sanction of deprivation or suspension of the driving licence.

Violation of the legal provisions in force in terms of requirements and number of persons transported according to the capacity of the insured vehicle, the weight, size or passengers in places not suitable for this purpose, or in vehicles not officially authorised to provide this service.

Damage caused to the person of the driver of the insured vehicle and to the property owned by the Policyholder, Insured or driver, as well as that of the spouse or relatives of the Insured, up to the fourth degree of consanguinity and second degree of affinity.

Damage suffered by the insured vehicle, as well as objects carried in it.

Damage for which a third party is responsible for which the Insured is not obliged to respond.

The obligations of the Insured arising from an employment relationship.

### Forms of contract

This insurance can be taken out both in national currency (CUP) and in freely convertible currency (CUC).

### Contracting in CUC

All vehicles will be insured regardless of year of manufacture, make, or model, provided that the technical inspection of the vehicle has previously obtained the qualification of Good.

Cuban natural persons may only contract the basic coverage of Material Damage. R/C in foreign currency or Cuban pesos will not be admitted under this policy.

Foreign natural persons must pay the premiums for both coverages (Material Damage and R/C), in convertible pesos.

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The insured value of the vehicles and their accessories shall be the amount reflected in the corresponding purchase and sale invoices. If you do not have a purchase invoice for the vehicle or if it has a value of less than 6000, the minimum insured value is 6000 CUC. Calculate your insurance

### CUP Recruitment

If you wish to take out this insurance in Cuban Pesos, you can opt for one of the following three modalities:

#### COVERAGE ON AN INDEMNITY BASIS

Under this modality, the Insured shall only receive as a benefit, an indemnity, whether total or partial, in Cuban pesos. Calculate your insurance in this modality

#### HEDGING ON A REPLACEMENT BASIS

The purpose of this modality is NOT to compensate the Insured in the event of damage or partial loss (slight damage), but rather to REPLACE the damaged vehicle when it is declared a technical low or when its body is not repairable and all the requirements for access to Replacement are met. However, the Insurer gives the possibility that if all the requirements are not met, the Insured has the right to receive the corresponding compensation for appraisal, provided that an exclusion from the policy is not typified.

Under this modality, the Insured may contract the additional coverage of Civil Liability and the injured third party may be indemnified by the Insurer up to the contracted limits. Calculate your insurance in this modality

#### FULL COVERAGE

It is a more complete insurance, a combination of the two previous modalities, which provides coverage against partial losses, technical lows and non-repairable bodywork, with the right to replacement, if the required requirements are met. Calculate your insurance in this modality

In any of these three modalities the values to be insured will have a minimum limit of 9400 and a maximum of 12000 Cuban pesos.

Insurance coverage shall not be provided for car accessories such as audio equipment (radios, cassette or CD players), audio loudspeakers, alarm systems and all those elements of improvement or decoration incorporated into the vehicle after its exit from the sales center.