

## **Motor Comprehensive Policy Wording**

### **Definitions**

Any word or expression defined below will have the same meaning where it appears in your policy

#### **Accessories:**

Parts Originally installed in the Vehicle by the Vehicle dealer and included in the original price, such as navigation equipment, telephone, stereo equipment and other items which are installed or fitted on the Insured vehicle.

#### **Accident:**

Any incident that causes harm to a Third Party / Injured Party as a result of use, explosion, combustion, scattering, drop of things from, movement, spontaneous movement or parking of the Motor Vehicle.

#### **Ancillary Deductible:**

The amount paid by the Insured according to the Policy in addition to the Basic Deductible.

#### **Agency Repairs:**

If the Agency Repair cover is included in Your Policy, you can have your vehicle repaired at the manufacturer's authorized dealers. However, it will only be applicable when your vehicle has "GCC Specification" if your vehicle does not have "GCC Specification, the company shall repair your vehicle at our approved Garages".

If you do not have Agency Repairs, we shall select one of Our own Approved Garages to undertake the repairs.

#### **Approved Garages:**

In case the Agency Repairs cover is not mentioned in the Policy Schedule the repair to the Insured Vehicle will be done at one of Our Approved Motor Garages.

#### **Basic Deductible:**

The amount paid by the Insured according to the Schedule of Deductibles attached to this Policy per accident.

#### **Bodily Injury:**

Death and/or physical injuries to a Third Party, including permanent disability or temporary total or partial disability.

#### **Certificate of Motor Insurance:**

This document proves that You have Motor Insurance in compliance with UAE road traffic laws and is duly signed by our authorized representative.

#### **Company (Insurer):**

The insurance company that is licensed to operate inside the State according to the laws and regulations issued in the State and accepts to Insure the Motor Vehicle and has issued the Policy.

**The Company, We, Our, and Us** means Qatar Insurance Company, UAE.

#### **Flood:**

An event that occurs within the concept of Natural Disasters.

#### **Depreciation Percentage:**

The percentage payable by the injured party on the occurrence of an accident, and who requests the replacement of new parts in lieu of the used parts in case of partial loss according to the schedules of depreciation.

#### **Geographical Area (Territorial Limits):**

## **Motor Comprehensive Policy Wording**

These are – United Arab Emirates and/or any other area stated in Your Policy Schedule / Endorsement.

### **Insured:**

You, and Your refer to the person named as the Policy Holder in the Schedule.

A natural or corporate person that has applied for insurance, entered into an insurance contract with the Company, and paid or has agreed to pay the premium.

### **Insurance Period:**

The period of time of motor vehicle insurance up to the end of the thirteenth month from the commencement of the Insurance.

However, for fleet policy/s, it will be limited to the original policy period and/or the extension of period by way of endorsement, irrespective of the period of Insurance on motor vehicle certificate of Insurance issued by The Company.

### **Injured Third Party:**

1. Any natural or corporate person, or their properties, which have suffered an injury or damage as a result of the accident, excluding the Insured, the Motor Vehicle Driver and passengers employed by the Insured if they are injured during and because of work.
2. The family members of the Insured and the Motor Vehicle Driver (spouse, parents and children) who caused the accident.
3. The driver of a Motor Vehicle allocated for rent, public transportation or a vehicle used to teach driving

### **Insurance Application:**

The application that includes the details of the Insured, the details of the Motor Vehicle and the type of required coverage, and is filled in by or with the knowledge of the Insured electronically or in writing.

### **Insured Vehicle Value (Sum Insured):**

The amount stated in the Policy Schedule, which we shall pay in the event of a Total Loss after deducting depreciation as per the amount shown in the depreciation scale.

### **Motor Vehicle Driver (Licensed Driver):**

The insured or any person who drives the Motor Vehicle by the permission or order of the Insured, provided that they are licensed to drive according to the Motor Vehicle category pursuant to the Traffic Laws and other laws and regulations, and that the granted license has not been cancelled by a court's order or by virtue of the Traffic Laws and its Executive Regulations. This definition includes the driver whose driving license has expired if they manage to renew it within thirty days from the date of accident.

### **Motor Vehicle:**

A mechanical machine, motorcycle or any other device that works through a mechanical force, and its specifications are described in the Policy.

### **Natural Disaster:**

Any general phenomenon that arises from nature such as floods, tornados, hurricanes, volcanoes, earthquakes and quakes, and leads to extensive and widespread damage, and in respect of which a decision is issued by the concerned authority in the State.

### **Personal Accidents Endorsement:**

An additional insurance coverage against personal accident to the Motor Vehicle Driver, the Insured and the passengers excluded from the basic coverage in return for an additional premium.

### **Premium:**

The consideration that is paid or undertaken to be paid by the Insured in return for insurance coverage.

## **Motor Comprehensive Policy Wording**

### **Policy (for Third Party Liability) :**

The Unified Motor Vehicle Insurance Policy Against Third Party Liability whereby the Company undertakes to compensate the injured third party, on the occurrence of the damage hereby covered, and any endorsement to it, which governs the relationship between the parties, in return of the premium paid by the Insured.

### **Policy (for Loss and Damage):**

The Unified Motor Vehicle Insurance Policy against Loss and Damage and any rider to it, which governs the relationship between the Insured and the Company, and whereby the Company undertakes to Compensate the Insured, on the occurrence of the damage hereby covered, in return of the premium paid by the Insured.

### **Property Damage:**

Damage to a Third Party's property.

### **Rider: (for Third Party Liability):**

Any special agreement between the parties in supplement to the basic coverages under this Policy.

### **Rider: (for Loss and Damage):**

Every special agreement between the parties in supplement to the basic coverages under this Policy.

### **Road:**

Every road open and available to the public without need to get special permission, and every place that is made available for the crossing of motor vehicles, and is made available to the public by a permission or license from a concerned authority or otherwise, for or without consideration according to the definition mentioned in the applicable Traffic Laws.

### **Schedule:**

This means the document gives details of You, Us, the Insured Vehicle, the cover You have and any other specific conditions of Your policy such as Excess or special terms and conditions.

### **Semi-Trailer:**

A trailer without a front axle and is towed in such a way that a large part of its weight and tonnage is carried by the towing vehicle or the mechanical vehicle (locomotive).

### **Spouse:**

A Spouse is a life partner in a marriage., generally termed as husband or wife.

### **Standard Cover:**

These are basic covers prescribed by the UAE Insurance Authority. These cover can be found in Section 1 and 2 of the booklet.

### **Trailer:**

A vehicle designed to be pulled behind a Motor Vehicle, truck or towing vehicle, including lightweight trailer (camper trailer), the weight of which does not exceed 750kg and it so licensed according to the applicable Traffic Laws.

### **Third Party Liability:**

The liability for injuries and damages arising from the use of the Insured Motor Vehicle to a Third Party / Injured Party.

## **Motor Comprehensive Policy Wording**

### **Section 1 (Third Party Liability)**

#### **The Unified Motor Vehicle Insurance Policy Against Third Party Liability**

The Unified Motor Vehicle Insurance Policy Against Third Party Liability issued pursuant to the Regulation of Unified Motor Vehicle Insurance Policies according to Insurance Authority Board of Directors' Decision No. (25) of 2016 as amended by the Board of Directors' Decision No (42) of 2017 issued on 17-12-2017 and implemented as of 01-01-2018

Whereas the Insured has applied to Qatar Insurance Company (hereinafter referred to as the "Company") for the insurance set herein below, and has agreed that the application is considered as the basis for and integral part of this Policy, and has paid or agreed to pay the applicable premium, and the Company has accepted and represented to pay compensation to a Third Party/ Injured Party in case of any accident subject to this insurance, whether it emerges from the use or parking of the Motor Vehicle in the UAE during the insurance period;

Therefore, this Policy was entered into to cover liability towards a Third Party / Injured Party caused by the Insured Motor Vehicle to the Third Party / Injured Party according to the terms, conditions and exclusions in or appended to this Policy for the amounts the Insured or the Motor Vehicle Driver must pay against:

- Bodily Injury to a Third Party, either inside or outside the Motor Vehicle.
- Property Damages to a Third Party.

#### **Chapter One: General Conditions**

1. The Policy and its schedules shall constitute one integral contract, and any Rider to this Policy shall constitute an integral part hereof, and every term or phrase to which a special meaning has been given in any part of the Policy or its schedules shall have the same meaning elsewhere, unless the context otherwise requires.
2. This Policy does not apply outside the State.
3. The Company may not assert to the Injured Third Party that it is not liable for compensation as a result of any argument that can be used against the Insured.
4. The Third Party / Injured Party may submit a claim to the Company for compensation for damages caused to them by the Insured Motor Vehicle.
5.
  - a. In case of death of a family member of the Insured or the Motor Vehicle Driver, the Company's liability will be limited to an amount of AED 200,000/- (Two Hundred Thousand Arab Emirates Dirhams) per person. In case of injury, the Insurer's liability will be further limited to the percentage of disability per person.
  - b. In case of death of the driver of a rental vehicle, public transport vehicle and a vehicle used to teach driving, the Company's liability will be limited to an amount of AED 200,000/- (Two Hundred Thousand Arab Emirates Dirhams) per person. In case of injury, the Insurer's liability will be further limited to the percentage of disability per person.
6. Any notice or notification of an accident that is required by this Policy shall be served to the Company in writing by e-mail, facsimile or by hand delivery to the address designated in the Policy as soon as practically possible.
7.
  - a. With respect to a fleet insurance policy or any Motor Vehicle insured under this Policy, the Company may not enter into any agreement that may reduce or prevent the coverage of its full

### **Motor Comprehensive Policy Wording**

Third Party Liability arising from death, bodily injuries or property damages covered under this Policy or reduce the limits of liability of the Company or reduce the coverage contemplated under this Policy, including depriving a claim for compensation for any reason not related to the accident such as age, gender, or the date of acquiring the driving license, or otherwise, or the agreement will be deemed void.

- b. However, new coverage not provided for in the Policy may be agreed upon or the limits of such liabilities and coverages may be increased under a separate policy or an additional rider.
8. The Company may, at its expense, assume the judicial and settlement proceedings to represent the Insured or the Motor Vehicle Driver through an attorney in any investigation or interrogation and before any court in any lawsuit or intervention in any phase of the lawsuit in relation to a claim or accident for which the Company may be held liable under this Policy, and which may give rise to the payment of compensation according to this Policy. The Company may settle or enter into a reconciliation for such claim. The Insured shall provide every possible cooperation with the Company by signing a power of attorney to the attorney or otherwise to the Company to initiate any proceedings.
9. Without prejudice to the rights emerging from Life insurance policies and personal accident insurance policies, and in case of the existence of several compulsory policies against Third Party Liability emerging from the use of the Motor Vehicle issued by more than one Company:
  - a. Compensation shall be divided equally between Insurers in case of death and/or injuries. If the liability is shared (between the Insured and the Third Party / Injured Party) based on the degree of negligence, then the percentage of participation in the negligence shall be taken into account.
  - b. Compensation for property damages shall be divided based on the percentage of the insured amount set out in each policy to total insured amounts in all policies, after the percentage of participation in the negligence is taken into account.
10. On the occurrence of an accident, the Company shall:
  - a. Repair the damaged Motor Vehicle or any of its parts, accessories or spare parts and restore the Motor Vehicle to its pre-accident condition.
  - b. Pay the market value of the damaged Motor Vehicle if the value of damages exceeds (50%) of the market value of the Motor Vehicle at the time of the accident, provided that the Company's liability does not exceed an amount of Two Million Arab Emirates Dirhams per accident according to Paragraph (c) of Clause (1) of Chapter Two: Obligations of the Insurance Company.
  - c. Replace the damaged Motor Vehicle in case of total loss, for another Motor Vehicle with the same make, model, additions and pre-accident condition unless the Third Party / Injured Party requests that the Company pay them the amount in cash; in which case, the Company shall accept the Third Party's request.
  - d. The Company shall pay in cash to the Injured Party, upon their request, the amount of damages (loss or damage) of the damaged parts of the Motor Vehicle in whole or any of its parts, accessories or spare parts and including the charges for installation and replacement of lost or damaged parts at the time of the accident in order to restore the pre-accident condition of the Motor Vehicle.
11. The damaged parts of the Motor Vehicle, for which the first registration and use of which is less than one year, shall be replaced with new original parts with no deduction of a Depreciation Percentage for the Injured Party.
12. If it is agreed with the Injured Third Party to repair the damaged Motor Vehicle, the Insurance Company shall repair the damaged Motor Vehicle at the agency repair shops for the Motor Vehicle if it is in its first year of registration and use.
13.
  - a. Upon the lapse of more than one year after registration and use, the Company shall repair the damaged Motor Vehicle at suitable repair shops <sup>(1)</sup> for the type and year of manufacture of the vehicle <sup>(2)</sup> and the damaged parts may be replaced by other than original parts of the same grade. The Company shall insure that repair works are carried out according to technical standards and that the work is warranted by the repair shops. The Company shall ensure that

## **Motor Comprehensive Policy Wording**

the Injured Third Party is able to have the Motor Vehicle checked by any approved Motor Vehicle examination agency in the State to make sure that the Motor Vehicle has been properly repaired in accordance with the technical licensing conditions for endurance and safety and any other condition without affecting the technical examination of the Motor Vehicle affected by the accident at the concerned official authorities. If it is found that the repairs are below required and recognized technical standards, the Company shall address the issue(s) until the Third Party's Motor Vehicle is professionally repaired as soon as practically possible.

- b. <sup>(2)</sup> For the damaged motor vehicle, insured against Loss and Damage at any insurance company with the condition of repair within the Agency, the repair shall be carried out within the Agency's repairs shops pursuant to the condition herein. The insurance company insuring the loss and damage has the right of recourse against the Third Party Liability insurance company in accordance with the following reimbursement basis:
  - i. The reimbursement for the motor vehicle that has passed more than one year from its first registration or its use and until the end of the second year shall be after deduction of 15% of the value of the final repair bill.
  - ii. The reimbursement for the motor vehicle that has passed more than two years from its first registration or its use and until the end of the third year shall be after deduction of 30% of the value of the final repair bill.
  - iii. In case more than three years have lapsed since the first registration or use of the motor vehicle, the company shall abide by repairing the damaged vehicle at suitable repair shops for the type and year of manufacture of the vehicle. The damaged parts shall be replaced with original parts of the same standard, provided that, if the agreement between the Loss and Damage Insurance Company and the insured has the condition that "repair shall be within the agency", this condition shall remain effective.
  - iv. The existing rights between companies prior to the implementation of this regulation shall be observed.<sup>(2)</sup>
14. If the Injured Third Party requests that new parts are to be installed in lieu of the parts damaged during the accident, they have to bear the Depreciation Percentage set in Schedule (1) of the final value of the purchase invoice. In case of taxi vehicles, public transport vehicles and rental vehicles, the Depreciation Percentage set in Schedule (2) of the final value of the purchase invoice will be applied.
15. Neither depreciation may be deducted nor used parts be installed if the parts are within the list set out in Schedule (4) of this Policy.
16. The Injured Third Party may repair the damages that occur to the Motor Vehicle as a result of the accident, provided that the estimated repair costs do not exceed the value of repair agreed upon in writing with the Company. The Company may require a proof that the Motor Vehicle repairs have been completed.
17. If durable and hard to replace parts of the Motor Vehicle such as chassis or pillars are damaged and need cutting, tightening or welding as a result of the accident, the Motor Vehicle may be considered a total loss and the Company shall make compensation according to the market value of the Motor Vehicle at the time of the accident.
18. If the Motor Vehicle is considered as total loss, and the Company compensates the Injured Third Party on that basis, the salvage will be deemed property of the Company. The Injured Third Party may not be charged any expenses related to the transfer of the Motor Vehicle title or issuance the of a certificate of ownership of the Motor Vehicle, provided that the Motor Vehicle is free of any obligations against Third Party such as traffic fines or otherwise.
19. a. In case of any conflict between the Company and the Injured Third Party concerning the value of damages or the amount of compensation or determination of the market value of the damaged Motor Vehicle, an Authority-licensed and registered Surveyor and loss adjuster will be appointed to determine the value of the damages or the amount of compensation at the Company's expense.



### **Motor Comprehensive Policy Wording**

- b. If the expert's opinion is not accepted, either party may request the Authority to appoint an expert licensed by it at the expense of that party, and that the expert's charges will eventually be borne by the party for whom the report was not in their favor.
20. In case of an agreement to insure the Insured himself, the Motor Vehicle Driver or any person excluded from the coverage under this Policy, the amount of the death benefit will be determined not less than (AED 200,000) Two Hundred Thousand Arab Emirates Dirhams at a minimum.
21. The Company may not refuse to compensate the Insured as a result of late notification of the accident, if lateness is attributed to an acceptable excuse.
22. The provisions of this Policy cover the damages to a Third Party caused by a trailer or semi-trailer as long as it is pulled by the vehicle.
23. Neither this Policy nor any rider hereto undermines the right of any person to claim for compensation or recovery of any amount payable under the provisions of any applicable legislation.

### **Chapter Two: Obligations of the Insurance Company**

1. In case of any accident that results from the use of the Motor Vehicle, the Company shall compensate the Injured Third Party within the scope of its limits hereunder for all amounts which the Insured or the Motor Vehicle Driver is committed to pay as compensation for:
  - a. Death or any bodily injury caused to any person, including the Motor Vehicle Passengers, except for the Insured and the Driver of the Motor Vehicle that has caused the accident, and the passengers employed by the Insured if they are injured during and because of work. A person is considered a passenger if they are inside, getting in or out of the Motor Vehicle. The Maximum Liability of the Company for any claim or total claims arising from one accident is the value judicially awarded without any limit whatsoever, except for the spouse, parents and children and the liability of the Company will not exceed AED 200,000 (Two Hundred Thousand Arab Emirates Dirhams) per injured person in case of death. In case of disability, maximum liability will be adjusted by the percentage of disability to the amount of AED 200,000 (Two Hundred Thousand Arab Emirates Dirhams).
  - b. Subject to paragraph (a) above, the liability of the Insurance Company shall be the value judicially awarded of any amount whatsoever, including the Third Party's judicial expenses and charges, except for fines. The Company shall pay compensation to the Third Party once the judgment becomes enforceable.
  - c. As to the damages to items and properties (except for those owned by the Insured or the Motor Vehicle Driver at the time of the accident or the properties kept with them in trust or in their guardianship or possession), the insured amount of any claim or total claims arising from one accident is AED 2,000,000 (Two Million Arab Emirates Dirhams) regardless of the number of the persons whose properties are damaged, inclusive of necessary costs of movement of the damaged Motor Vehicle to the agency shop or other repair shops according to this Policy, as the case may be.
  - d. The Company shall pay an amount of AED 6,770 to the provider of ambulance services and medical transportation to hospitals. The amount is per injured person that suffers from a bodily injury or death and is being given first aid and transported to a hospital as a result of an accident caused by a Motor Vehicle insured by the Company against Third Party Liability.
  - e. The Injured Third Party (the owner of a private motor vehicle) is entitled to a loss of benefit allowance (substitute motor vehicle) as follows:

First: If the Injured Third Party chooses cash compensation, no benefit allowance shall be paid.

Second: If the damaged Motor Vehicle is to be repaired at a repair shop, as the case may be, the period of loss of use allowance shall be calculated in days from the date of delivery of the damaged Motor Vehicle, the accident report and deed of title to the Company.

### **Motor Comprehensive Policy Wording**

Third: The liability of the Company for loss of use allowance shall be calculated per day per damaged Motor Vehicle according to the fare of a similar Motor Vehicle rental of the same make, not exceeding Three Hundred Arab Emirates Dirhams per day. The Maximum period for loss of use allowance is ten days, and the Company may provide a similar alternative Motor Vehicle for the same period in good working condition for road traffic.

Fourth: <sup>(3)</sup>In case of the entitlement to the loss of benefit allowance and the Injured Third Party has insurance against loss and damage and Third Party Liability, he shall be entitled, for the purpose of obtaining the loss of benefit allowance (substitute motor vehicle) to claim directly to his company, which has the right of recourse for same amount paid against the insurance company of the insured, who caused the accident and has insurance against Third Party Liability <sup>(3)</sup>.

2. The Company may not apply any deductible from the Injured Third Party compensation.
3. In case of the death of a person covered by the insurance provided for hereunder, the Company shall pay the benefit due as a result of the accident to their heirs according to the terms and conditions hereof.
4. The Company shall abide by any settlement between the Insured and the Injured Third Party if it is done with its written consent.
5. The insurance provided for under this Chapter shall be extended, subject to the terms and conditions hereof, to the liability of every licensed driver while they are driving the Insured Motor Vehicle.

### **Chapter Three: Obligations of the Insured**

1. In case of any accident that gives rise to a claim according to the provisions of this Policy, the Insured or the Motor Vehicle Driver shall notify the concerned official authorities and the Insurer within a reasonable period of time after occurrence of the accident and furnish all documents and details pertaining to the accident, unless the delay is attributed to an acceptable excuse. The Insured shall furnish the Company as soon as possible a copy of every claim, notice or judicial document once they receive them.
2. The Insured or the Motor Vehicle Driver shall notify the Company as soon as practically possible once they become aware of any lawsuit, investigation or findings concerning the accident, unless the delay is attributed to an acceptable excuse. In case of theft or any other criminal act which may give rise to a claim according to this Policy, the Insured shall promptly notify the concerned authorities and the Company as soon as practically possible and cooperate with the Company in that regard.
3. Neither the Insured nor any person acting on their behalf may declare acceptance of liability, offer, promise or payment of any amount without the written consent of the Company.

### **Chapter Four: Exclusions**

This Insurance does not cover the Third Party Liability arising or emerging from accidents that are caused by the Insured Motor Vehicle in the following cases:

1. The accidents that occur outside the borders of the State.
2. The accidents that have occurred, caused, resulted or are related directly or indirectly to natural disasters such as floods, tornados, hurricanes, volcanoes, earthquakes or quakes.
3. Invasion, foreign enemy hostilities or warlike operations, whether war is declared or not, civil war, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, or ionizing radiation contamination by radioactivity from any nuclear fuel, power usurpation, confiscation or nationalization, radioactive substances and radioisotopes, atomic or nuclear explosions, or any element related directly or indirectly with the abovementioned causes.



## **Motor Comprehensive Policy Wording**

4. The accidents that occur to the Insured, the Motor Vehicle Driver or the persons employed by the Insured if they are injured during and because of work, unless they have obtained additional coverage under a rider or another policy.

### **Chapter Five: Recourse against the Insured**

The Company may have recourse to the Insured, the Motor Vehicle Driver or the person responsible for the Accident, as the case may be, within the limit of the amount of compensation paid in the following cases:

1. If it is proven that the insurance was concluded based upon the Insured's misrepresentation or non-disclosure of material facts that affect the acceptance by the Company to cover the risks or determination of the premium.
2. If the Motor Vehicle is proven to have been used for purposes other than those set out in the Insurance Application attached to this Policy or the maximum number of passengers is exceeded or the Motor Vehicle was overloaded or its loading was not secured correctly or exceeds the limits of permissible width, length or height, provided that this is proven to be the proximate cause of the accident.
3. If it is proven that the Motor Vehicle was used in a speed race or test (in impermissible cases), provided that this is proven to be the proximate cause of the accident.
4. If following payment of the compensation it is proven that there is a violation of the laws, if the violation involves a willful felony or misdemeanor, as defined in the UAE's applicable penal code.
5. If it is proven that the Motor Vehicle was driven without obtaining the driving license for the type of Motor Vehicle according to the Traffic Laws and Regulations and the provisions of this Policy, or that the license granted to the Insured or the Motor Vehicle Driver was suspended by a court's order or by the concerned authorities or by virtue of traffic regulations, or that Motor Vehicle driving license was expired at the time of the accident, unless the driver manages to renew it within thirty days from the date of accident.
6. If it is proven that the Motor Vehicle Driver, or another person allowed by them to drive the Motor Vehicle, caused the accident while being in an abnormal condition due to being under the influence of narcotics or alcohol that undermine the driver's ability to control the Motor Vehicle or medical drugs for which driving is medically prohibited. In case of rental vehicles, recourse will be made against the Motor Vehicle Driver (renter).
7. If it is proven that the accident occurred intentionally by the Insured or the Motor Vehicle Driver.
8. If the trailer, half-trailer or semi-trailer caused the accident and the Insured has not agreed with the Company to include it in the policy.
9. If the Motor Vehicle is used outside the road, as defined in this Policy, without any additional coverage.
10. If damages occur to the Injured Third Party is a result of theft or robbery of the Insured Motor Vehicle, recourse will be against the thief only.

### **Chapter Six: Policy Termination**

1. Neither the Company nor the Insured may terminate this Policy during its term as long as the Motor Vehicle license is valid.
2. However, the Policy may be terminated before its expiration on the grounds of:
  - a. Cancellation of the Motor Vehicle license;
  - b. Submission of a new policy due to change of the Motor Vehicle details; or
  - c. Transfer of the Motor Vehicle title by virtue of a certificate issued by the concerned authority.

## **Motor Comprehensive Policy Wording**

In this case, the Company must refund to the Insured the paid premium after deducting a portion in proportion to the period during which the Policy has remained in effect according to the Short Rate Schedule No. (3) set out in this Policy, provided that there are no paid claims or outstanding claims where the Insured has caused the accident.

3. This Policy shall be considered terminated in case of a total loss to the Motor Vehicle, provided that its registration is deleted with a report issued by the Road and Traffic Department confirming that it is unroadworthy, and the Company and the Insured shall remain bound by its provisions before termination.

### **Chapter Seven: General Provisions**

1. The Company shall include all details in Schedule (5) of this Policy, and this Schedule shall be part of this Policy.
2. Any lawsuits arising from this Policy may not be filed after the lapse of three years from the date of the accident or the Injured Party and related parties become aware of the damage and the person liable for it.
3. The courts of the State shall be competent to determine any dispute arising in connection with this Policy.

#### **Schedule No. (1)**

Depreciation Percentages for Parts of Private Motor Vehicles

Year	Percentage
First	-
Second	5%
Third	10%
Fourth	15%
Fifth	20%
Sixth and above	30%

#### **Schedule No. (2)**

Depreciation Percentages for Taxi Vehicles, Public Transport Vehicles and Rental Vehicles According to the Date of First Registration and Use

Year	Percentage
First	10%
Second	20%
Third	25%
Fourth	30%
Fifth	35%
Sixth and above	40%

#### **Schedule No. (3)**

Short Rate Schedule – Percentages of Recoverable Premium

Policy Validity Period	Recoverable Premium
A period not exceeding one month	80%
A period exceeding one month and not exceeding four months	70%
A period exceeding four months and not exceeding six months	50%

## **Motor Comprehensive Policy Wording**

A period exceeding six months and not exceeding eight months	30%
A period exceeding eight months	Nil

### **Schedule No. (4)**

List of the parts damaged by a traffic accident which must be replaced for new ones without deduction of any depreciation

- 1) Glass
- 2) Brake master cylinders
- 3) Brake wheel cylinders
- 4) Brake calipers
- 5) Brake cables (conduit type)
- 6) Brake hoses
- 7) Brake diaphragms
- 8) Steering boxes
- 9) Steering rakes
- 10) Steering ball joints and swivels
- 11) Seat belts

(1) Amended under the Board of Directors Resolution No. (42) of 2017

(2) Amended under the Board of Directors Resolution No. (42) of 2017

(3) Amended under the Board of Directors Resolution No. (42) of 2017

## **Section 2 (Loss and Damage)**

### **Loss or Damage to the Insured Vehicle**

The Unified Motor Vehicle Insurance Policy Against Loss and Damage issued pursuant to the Regulation of Unified Motor Vehicle Insurance Policies according to the Insurance Authority Board of Directors Decision No. (25) of 2016 as amended by the Board of Directors' Decision No (42) of 2017 issued on 17-12-2017 and implemented as of 01-01-2018

Whereas the Insured has applied to Qatar Insurance Company (hereinafter referred to as the "Company") for the insurance set herein below, and has agreed that the application is considered as the basis for and integral part of this Policy, and has paid or agreed to pay the applicable premium, and the Company has accepted and represented to pay compensation to the Insured in case of any damage to the Motor Vehicle subject to this insurance, whether it emerges from the use or parking of the Motor Vehicle in the UAE during the insurance period, whether the Insured caused the accident or was an injured party;

Therefore, this Policy was entered into to cover the damages that befall on the Insured Motor Vehicle in the UAE during the insurance period according to the terms, conditions, and exclusions in or appended to this Policy.

### **Chapter One: General Conditions**

1. The Policy and its schedules shall constitute one integral contract, and any Rider to this Policy shall constitute an integral part hereof, and every term or phrase to which a special meaning has been given in any part of the Policy or its schedules shall have the same meaning elsewhere, unless the context otherwise requires.

### **Motor Comprehensive Policy Wording**

2. Any notice or notification of an accident that is required by this Policy shall be served to the Company in writing by e-mail, facsimile or by hand delivery to the address designated in the Policy as soon as practically possible.
3. Any external agreement between the Insured and the Company that will reduce the coverages hereunder shall be deemed void.
4. In case of several insurances with more than one insurance company, the Company will only be committed to compensate damages in the percentage of the amount insured with it to the total insured amounts against the insured risk.
5. The Company and the Insured may agree, using riders in return for an additional premium and within the scope of the terms and conditions herein, that the Company shall insure against the other damages not provided for in this Policy, in particular:
  - a. Insurance against the damages to the properties of the Insured or the Motor Vehicle Driver at the time of the accident or the properties kept with them in trust, or in their guardianship or possession under a rider to this Policy or a separate policy.
  - b. Coverage of the damages or risks which occur outside the roads.
6. Notwithstanding the terms and conditions of this Policy, the Insurance Company may not refuse to compensate the Insured as a result of late notification of the accident, if the delay is attributed to an acceptable excuse.
7. With respect to a fleet insurance policy or any motor Vehicle insured under this Policy, the Company may not enter into an external agreement that may reduce the Insured or the beneficiary of this policy from exercising the right to claim for compensation hereunder, including coverage provided under this Policy or depriving the depriving a claim for compensation for any reason not related to the accident such as age,, gender, or otherwise, or the agreement will be deemed void.
8.
  - a. If the Insured Motor Vehicle is a total loss, and the Company compensates the Insured on that basis, the salvage will be deemed property of the Company. The Insured may not be charged any expenses related to the transfer of the Motor Vehicle title or issuance of a certificate of ownership of the Motor Vehicle.
  - b. <sup>(1)</sup> Before receiving the compensation, the Insured shall pay the dues on the motor vehicle and submit the required papers and power of attorney and if necessary attend before the competent departments in order to transfer the title of the motor vehicle to the company. Whereas, in case there is mortgage, the company shall undertake without delay the communication with the competent entities (the lienholders) to obtain a non-objection letter to transfer the ownership of the salvage of the vehicle to the company <sup>(1)</sup>
9. The Company may, at its expense, assume the judicial and settlement proceedings to represent the Insured or the Motor Vehicle Driver through an attorney in any investigation or interrogation and before any court in any lawsuit or intervention in any phase of the lawsuit in relation to a claim or accident for which the Company may be held liable under this Policy and which may give rise to the payment of compensation according to this Policy. The Company may settle or enter into a reconciliation for such claim. The Insured shall provide every possible cooperation with the Company by signing a power of attorney to the attorney or otherwise to enable the Company to initiate any proceedings.
10. For the purpose of verifying the details of the Insured Motor Vehicle, all details in Schedule (5) of this Policy shall be an integral part hereof.
11. No lawsuit arising from this Policy may be filed after the lapse of three years after the occurrence which has given rise to the lawsuit or the related parties become aware of its occurrence.
12. The courts of the United Arab Emirates shall be competent to determine any disputes arising from this Policy.
13. <sup>(2)</sup> In case of the entitlement to the loss of benefit allowance and the Injured Third Party has insurance against loss and Damage and Third Party Liability, he shall be entitled, for the purpose of obtaining

### **Motor Comprehensive Policy Wording**

the loss of benefit allowance to claim directly against his company, which has the right to recourse for same amount paid against the insurance company of the insured, who caused the accident and has insurance against Third Party Liability claim for same amount paid to the insurance company of the insured, who caused the accident and has insurance against Third Party liability in accordance with the rules specified in the Third Party Liability Policy<sup>(2)</sup>.

14. <sup>(3)</sup> If the fixed and irreplaceable parts of the Motor Vehicle such as chassis or pillars are damaged and need cutting, tightening or welding as a result of the accident, the Motor Vehicle shall be considered total loss and the Company shall be obliged to pay the compensation according to the value specified in the policy between the Company and the Insured<sup>(3)</sup>.

### **Chapter Two: Obligations of the Insurance Company**

1. The Company shall compensate the Insured for loss or damage that occurs to the Insured Motor Vehicle and its accessories while in the vehicle, including damaged parts and spare parts, in the following cases:
  - a. If loss or damage arises from an accidental run-over, collision, turnover, or incident, or as a result of an unexpected mechanical breakdown or as a result of wear and tear of parts by use;
  - b. If loss or damage arises from an external fire or explosion, spontaneous combustion or lightning;
  - c. If loss or damage arises from robbery or theft;
  - d. If loss or damage arises from a third party willful act;
  - e. If loss or damage occurs during land transport, inland water transport, elevators or lifting machinery including loading and unloading processes related to the aforementioned transport processes; and
  - f. Any additional coverage to be agreed upon under this Policy or special riders to it.
2. Upon the occurrence of an accident, the Company shall:
  - a. Repair the Motor Vehicle or any of its parts, accessories, or spare parts and restore the vehicle to its pre-accident condition.
  - b. Pay the amount of loss or damage in cash to the Insured if this is agreed on with the Insured.
  - c. Replace the damaged Motor Vehicle in case of a total loss, unless the Insured requests the Company to pay them the amount in cash. In this case, the Company shall respond to the Insured's request.
3. If the Insured requests that new original parts are to be installed in lieu of the parts damaged during the accident or are to be paid for in cash, the Insured will bear the Depreciation percentage set on Schedule (1) of the final value of the purchase invoice. In case of taxi vehicles, public transport vehicles and rental vehicles, the Insured will bear the Depreciation Percentage set in Schedule (2).
4. The Insured may assume the repair of damages that occur to the Motor Vehicle as a result of an insured accident hereunder, provided that the estimated repair costs do not exceed the value of repair agreed upon in writing with the Company.
5. If the Insured Motor Vehicle is lost, proves to be irreparable, or that costs of repair exceed 50% of the Motor Vehicle value before the accident, the insured value of the Motor Vehicle agreed upon between the Insurer and the Insured on signing of the Insurance Policy will be the basis of calculation of the compensation of loss and damage insured hereunder after deduction of the Depreciation Percentage of 20% from the insured value, and taking into account the fraction of insurance period (i.e., the proportion of the period from the commencement date of the insurance period to the date of the accident to the total insurance period).

### **Motor Comprehensive Policy Wording**

6. If the Motor Vehicle becomes unroadworthy due to loss or damage insured hereunder, the Company will bear the necessary costs of safeguarding and transporting the Motor Vehicle to the nearest repair shop, in order to deliver it to the Insured after repair.
7. If the damaged Motor Vehicle is repaired with repair shops approved by the Company, the Company shall ensure that the Motor Vehicle is repaired properly, carefully and professionally and that the work is warranted by the repair shops. The Company shall ensure that the Insured is enabled to have the Motor Vehicle checked by any approved motor vehicle examination agency in the UAE to make sure that the Motor Vehicle has been properly repaired without affecting the technical examination of the damaged Motor Vehicle at the concerned official authorities. If it is found that the repairs are below required and recognized technical standards, the Company shall address the issue(s) with the repair shop until the Motor Vehicle is professionally repaired and delivered to the Insured.
8. In case of any conflict between the company and the Insured concerning the value of damages or the amount of compensation, the Company will appoint an Authority-licensed and registered Surveyor and Loss adjustor to determine the value of these damages or the amount of compensations at the Company's expense. If the experts opinion is disapproved, either party may request the Authority to appoint an expert licensed by it at the expense of that party, and that the expert's charges will be eventually borne by the party for whom the report was not in their favor.

### **Chapter Three: Obligations of the Insured**

1. To pay the Agreed upon Premium.
2. All reasonable precautions must be taken to keep and protect the Insured Motor Vehicle from loss or damage and maintain the same in a good working condition. In case of any accident or breakdown of the Motor Vehicle, the Insured may not leave the Insured Motor Vehicle or any part thereof without taking necessary precautions to prevent the aggravation of damages. If the Insured Motor Vehicle is driven before making necessary repairs by the Insured or the Motor Vehicle Driver, every increase of damage or every damage to the Insured Motor Vehicle arising from the same will not be the responsibility of the Company pursuant to this Policy.
3. The Insured shall remain the sole owner of the Insured Motor Vehicle throughout the Insurance Period, and may not lease the vehicle to any third party or sign any contract which may restrict their absolute ownership and possession of the Motor Vehicle without the prior written consent of the Company.
4. In case of any accident which may give rise to a claim according to the provisions of this Policy, the Insured shall immediately notify the concerned official authorities, and shall promptly notify the Insurer and furnish all information related to the accident without unjustifiable delay. The Insured shall furnish the Insurer as soon as possible for every claim, notice or judicial papers once they receive them.
5. The company shall be notified as soon as practically possible once they become aware of any lawsuit, investigation or detections concerning the accident. In case of theft or any other criminal act which may give rise to a claim according to this Policy, the Insured shall notify the police and the Company promptly and as soon as practically possible and cooperate with the Company in this respect.
6. The Insurer may charge the Insured that has caused the accident with a deductible amount to be deducted from the due amount of compensation due with respect to any accident which is caused by them personally or by the person authorized by them to drive the Motor Vehicle or cases that are deemed committed by an unknown person, according to Schedule (3).
7. In addition to the deductible amounts set in Schedule (3), the Insured may charge the Insured who caused an accident an additional deductible as follows:
  - a. Maximum 10% of the amount of compensation if the Motor Vehicle Driver is below the age of 25 years.
  - b. Maximum 10% of the amount of compensation in case of taxi and public transport vehicles.
  - c. Maximum 15% of the amount of compensation of sports cars and modified vehicles.



### **Motor Comprehensive Policy Wording**

- d. Maximum 20% of the amount of compensation of vehicles modified outside the factory.
  - e. Maximum 20% of the amount of compensation of rental vehicles
8. For application of paragraph (7) of this Chapter, application of Deductible Percentages shall apply the highest percentage in the case of several deductibles for one accident.

### **Chapter Four: Exclusions**

The Company will not pay any compensation for the following issues:

1. Indirect losses that occur to the Insured or devaluation of the Motor Vehicle as a result of its use, breakdown, defect or breakage of the mechanical or electrical devices.
2. The damage arising as a result of overload or excess of the limits of permissible width, length or height or the excess of the number of passengers beyond the licensed number, provided that it is proved that this is the proximate cause of damage.
3. The damage of tires if it does not occur at the same time as damage to the Insured Motor Vehicle.
4. The loss or damage which occurs to the Motor Vehicle with respect to accidents resulting from:
  - a. Use of the Motor Vehicle for purposes other than those mentioned in the Insurance Application attached to this Policy.
  - b. Violation of laws if the violation implies an intentional felony or misdemeanor according to the definition mentioned in the applicable Federal Penal Code.
5. If it is proven that the Motor Vehicle has been used or utilized in a speed race or test, provided that this is proved to be the proximate cause of the accident.
6. The damage to the Motor Vehicle from the accidents which occur during the Motor Vehicle being operated by a driver who is not licensed to drive according to the Traffic Laws or without obtaining a driving license for the kind / category of the Motor Vehicle according to the Traffic Laws and Regulations and the provisions of this Policy, or the driver holding an expired Driver's License who fails to renew it within thirty days from the date of the accident, or the license granted to them has been suspended by the court or competent authorities or according to the Traffic Regulations.
7. Loss or damage that occurs to the Motor Vehicle, or any part thereof, with respect to accidents while the Motor Vehicle is being driven under the influence of narcotics, alcohol or drugs that undermine the driver's ability to control the Motor Vehicle if this is proven to the competent authorities or confessed by the Motor Vehicle Driver. This exclusion does not apply in case of rental vehicles.
8. Loss or damage that occurs to the Motor Vehicle outside the geographical territory set out in this Policy, unless a rider is issued to extend coverage to this territory.
9. The accidents that have occurred, caused, resulted or are related directly or indirectly to natural disasters such as floods, tornadoes, hurricanes, volcanoes, earthquakes and quakes.
10. Invasion, foreign enemy hostilities or warlike operations, whether war is declared or not, civil war, strike, civil commotion, insurrection, revolution, coup d'etat, usurped power, confiscation, nationalization, radioactive substances and radioisotopes, atomic or nuclear explosions, or any factor directly or indirectly related to any of the foregoing causes.
11. Loss or damage that occurs to the Insured Motor Vehicle if the Company loses the right of subrogation to the damage caused due to the Insured's declaration of being responsible for the accident, which they have not caused. If this is proven after payment of compensation to the Insured, the Company may have recourse to it for recovery of amounts paid to them.
12. Loss or damage that occurs to the Motor Vehicle off the road, as defined, unless a rider is issued extending coverage to drive outside the road.

### **Chapter Five: Recourse against the Insured**

The Company may have recourse to the Insured or the Motor Vehicle Driver or both, as the case may be, in

### **Motor Comprehensive Policy Wording**

the amount of compensation paid in the following cases:

1. If it is proven that the insurance was concluded based upon the Insured's misrepresentation and non-disclosure of material facts that affect the acceptance by the Company to cover the risks or insurance rate.
2. If following payment of compensation, it is proven that the Motor Vehicle was used for purposes other than those set out in the Insurance Application attached to this Policy, or the maximum number of passengers was exceeded, or the Motor Vehicle was overloaded, or its loading was not secured correctly or exceeds the limits of permissible width, length or height, provided that this is proven to be the proximate cause of the accident.
3. If following payment of the compensation it is proven that there is a violation of the law, if the violation involves a willful felony or misdemeanor, as defined in the UAE's applicable penal code.
4. If it is proven that loss or damage that occurred to the Motor Vehicle, or any part thereof, arose from the Insured or another person driving under the influence of narcotics, alcohol or drugs that undermine the driver's ability to control the Motor Vehicle, if this is proven to the concerned authorities or confessed by the Motor Vehicle Driver. In case of rental vehicles, recourse will be against the Motor Vehicle Driver (renter).
5. If the accident is proven to have occurred intentionally by the Insured or the Motor Vehicle Driver.
6. If the trailer, half-trailer or semi-trailer causes an accident, and the Insured has not agreed with the Company on the existence of such a trailer.
7. If loss or damage that occurs to the Motor Vehicle is a result of theft or robbery, recourse will be against the thief.

### **Chapter Six: Policy Termination**

1. The Company may terminate this Policy on the condition that there are serious grounds for termination during the Policy Period by a notice in writing to be sent to the Insured via e-mail, facsimile, hand delivery or registered letter thirty days prior to the fixed date of termination to the latest address of the Insured known by the Company. The Insurance Authority shall be advised of the grounds of such termination. In this case, the Company shall refund to the Insured the paid premium after deducting a portion in proportion to the period during which the Policy has remained in effect.
2. The Insured may terminate this Policy by a notice in writing to be sent to the Company, via e-mail, facsimile, hand delivery or registered letter seven days prior to the fixed date of termination. In this case the Company shall refund to the Insured the paid premium after deducting a portion in proportion to the period during which the Policy has remained in effect subject to the Short Rate Schedule No. (4), provided that there is no compensation paid to the Insured or pending claims in relation to this Policy during the period of time the Policy is valid, if the Insured has caused the accident or in cases that are deemed committed by unknown persons.
3. This Policy shall be considered terminated in case of a total loss to the Motor Vehicle, provided that its registration is deleted with a report issued by the Road and Traffic Department confirming that it is unroadworthy, and the Company shall compensate the Insured according to the provisions of this Policy.

## **Motor Comprehensive Policy Wording**

### **Schedule No. (1)**

Depreciation Percentages, Except for Taxi Vehicles, Public Transport Vehicles and Rental Vehicles, According to the Date of First Registration and Use

Year	Percentage
First	-
Second	5%
Third	10%
Fourth	15%
Fifth	20%
Sixth and above	30%

### **Schedule No. (2)**

Depreciation Percentages for Taxi Vehicles, Public Transport Vehicles and Rental Vehicles According to the Date of First Registration and Use

Year	Percentage
Last six months of the first year	10%
Second	20%
Third	25%
Fourth	30%
Fifth	35%
Sixth and above	40%

### **Schedule No. (3)**

Deductibles

Motor Vehicle	Deductible
Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and its value does not exceed AED 50,000	Maximum AED 350/- per each accident
Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 50,000 and not exceeding AED 100,000	Maximum AED 700/- per each accident
Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 100,000 and not exceeding AED 250,000	Maximum AED 1,000/- per each accident
Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 250,000	Maximum AED 1,200/- per each accident
Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 500,000	Maximum AED 1,400/- per each accident
Private vehicles where the permissible number of passengers of which exceeds (9) passengers does not exceed (12) passengers	Maximum AED 1,500/- per each accident
Private vehicles the permissible number of passengers of which exceeds (12) passengers, rental vehicles, and trucks where the tonnage of which exceeds (3) tons	Maximum AED 1,700/- per each accident
Trucks where the tonnage of which exceeds (3) tons and passenger buses and industrial vehicles for construction and agricultural works	Maximum AED 4,500/- per each accident

### **Schedule No. (4)**

Short Rate Schedule – Percentages of Recoverable Premium

## **Motor Comprehensive Policy Wording**

<b>Policy Validity Period</b>	<b>Recoverable Premium</b>
A period not exceeding one month	80%
A period exceeding one month and not exceeding four months	70%
A period exceeding four months and not exceeding six months	50%
A period exceeding six months and not exceeding ten months	30%
A period exceeding ten months	Nil

(1) Amended under the Board of Directors Resolution No. (42) of 2017

(2) Amended under the Board of Directors Resolution No. (42) of 2017

(3) Amended under the Board of Directors Resolution No. (42) of 2017

## **Section 3 (Additional Benefits)**

The following Additional Benefits only apply if specified in your Policy Schedule, subject otherwise to the same terms, conditions and limitations of the said policy.

### **Riot, strike and civil commotion:**

Your comprehensive policy is extended to include loss or damage to your car arising due to Riot, Strike & Civil commotion, which does not assume the proportions of, or amount to a popular uprising.

### **Windscreen:**

The coverage under the Policy is extended to include damage to the windshield (front & rear), windows and glass sunroof of the Insured Vehicle and any damage to the bodywork caused by the broken glass, evidenced in the police report.

If the claim relates to this cover only, in such a case, standard Policy Excess will not be applied

The liability of the Company shall not exceed AED 5,000/-. If the Company's liability exceeds AED 5,000/- in such a case, the Company shall charge policy excess.

### **Loss of personal items or belongings**

The following cover will only apply if listed on your Policy Schedule.

We will pay you for the value of loss or damage caused to personal belongings including child car seats (which is adequately fitted at rear seats) by a road traffic accident, fire, theft or attempt theft following a forcible and violent entry or exit; while the belongings are in your Insured Vehicle if evidenced in the police report.

This cover is subject to a maximum limit as per the table of benefits for one loss during any one Policy period.

This cover is not applicable in respect of:

1. Loss or damage to money (in form of cash or card or any negotiable instrument which is valid in financial institution), jewellery, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratch cards, raffle tickets, reward, miles/programmes, recharge cards or goods or samples carried in connection with any trade or business trade samples, or any property Insured under any other Policy.
2. Theft of any property carried in an open or convertible vehicle unless in a locked boot or locked glove compartment.

### **Motor Comprehensive Policy Wording**

3. Loss and or damage to personal property, including laptops or other mobile equipment's or valuables, if left unattended or out in the open
4. Wear and tear, loss of value and loss of use
5. Standard equipment, vehicle modification or In-Care Accessories

#### **Personal Accident Benefit**

- a) Driver (any – who is licensed to driver the Insured vehicle as per law)
- b) Passenger\* - employee of the insured i.e., those are excluded from Basic (Third Party Liability) cover.

It is hereby agreed and understood that the company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the driver (any) and/or passengers - employee of the insured

- 1) Whether directly or
- 2) Whilst mounting into or dismounting from or travelling in the motor vehicle described in the schedule hereto and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:-

1	Death and/or Permanent Total Disablement	AED 200,000
2	Total and irrecoverable loss of all sight in both eyes	AED 200,000
3	The total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	AED 200,000
4	Total loss physical by severance at or above the wrist or ankle of one hand or one foot together with the total and the irrecoverable loss or all sight in one eye	AED 200,000
5	Total and irrevocable loss of all sight in one eye	AED 100,000
6	The total loss by physical severance at or above the wrist or ankle of one hand or one foot	AED 100,000
7	Permanent Partial Disablement - not mentioned in the table hereinabove	The value of compensation will be of the insurance amount AED 200,000 based on the permanent partial disability approved by the medical board

Provided always that:-

1. Compensation shall be payable under only one of items 1 to 7 above in respect of each person arising out of any one occurrence, and the total liability shall not in the aggregate exceed the sum of AED 200,000 during any one Period of Insurance per person.
2. We are not liable to pay any compensation for death or physical injury which occurs either directly or indirectly, entirely or partially as a result of the following reasons:
  - a. To harm oneself intentionally or by committing suicide or by attempting suicide or physical defect or mental weakness
  - b. As a consequence of person demanding compensation himself from addiction to drugs or liquor

### **Motor Comprehensive Policy Wording**

3. Such compensation shall be payable only with the approval of the Insured and directly to the injured person or his/her legal representative whose receipt shall be a full discharge in respect of the injury to such person
4. A number of vehicle passengers should not exceed (as per seating capacity) persons including the driver at the time of the accident.

These conditions are subject to the terms exceptions and conditions of the Policy

### **Personal Injury Cover**

The coverage under the Policy is extended to include an amount as per the table of benefit to you or Your Spouse (or in the event of death, to their legal heir or legal personal representatives) if You or Your Spouse suffers accidental bodily injury in direct connection with the use of the Insured Vehicle and resulted in the following within three calendar months:

- a) Death;
- b) Permanent loss of sight in one or both eyes;
- c) Loss of one or more limbs at or / above the wrist or ankle;
- d) Permanent loss of use of one or more limbs;

We will only pay one benefit for death or injury to any of the above persons for any one incident

This Cover:

- a) Does not apply when Personal Accident Benefit Section is Covered;
- b) Applies only in respect of private motor vehicles;
- c) Does not cover death or injury arising from suicide or attempted suicide;
- d) Anyone who is over 75 years of age at the time of the accident;
- e) Does not apply if anyone claiming is convicted in connection with the accident of a drink-driving offence or driving under the influence of drugs or medicines that impact the driver's ability to drive the insured vehicle irrespective of prescribed by practitioners doctor or self-consumed.

### **Emergency Medical Expenses**

The Company will pay to the Driver and/or any other occupant who is employee of Insured; the reasonable cost of medical expenses incurred in connection with any accidental bodily injury as the direct and immediate result of road traffic accident to the Insured Vehicle.

Conditions:

- 1) This shall apply only in respect of private motor vehicles.
- 2) A number of vehicle passengers should not exceed (as per seating capacity) persons including the driver at the time of the accident
- 3) The Liability of the Company shall not exceed the sum of AED 3,500/- per person in respect of any one accident

### **Geographical Extension or Territory Extension**

#### **A. The Sultanate of Oman**

##### **Own Damage (Loss or Damage to Insured Vehicle)**

The coverage under the Policy Schedule for Section 2 (loss or damage) for private vehicles only is extended to cover the Sultanate of Oman.

##### **Third Party Liability**

For Section 1 (Third Party Liability) for the Sultanate of Oman, you need to request during working hours i.e., prior 4 PM to QIC for this extension and we will issue the Orange card\* from the date of Issuance upon Request to QIC till Policy Expiry.

In the Event of claim, traffic police report should be obtained from the respective country authorities.



## **Motor Comprehensive Policy Wording**

### **B. Territory Extended to Qatar – Subject to additional Premium**

The coverage under the Policy Schedule is extended to cover Qatar for Section 2 (loss or damage) for private vehicles only.

For Section 1 (Third Party Liability) for Qatar, you need to request during working hours i.e., prior 4 PM to QIC for this extension and we will issue the Orange card\* from the date of Issuance upon Request to QIC till Policy Expiry.

In the Event of claim, traffic police report should be obtained from the respective country authorities

\*Orange card is a unified insurance scheme, which is required by vehicles traveling from one Arab/member country to another. It covers Third Party Liability (TPL) as per the prevailing laws of the country where the accident has taken place.

### **Off Road Cover**

The coverage under the Policy is extended to include loss or damage to Your Insured Vehicle and/or third-party liability, Whilst being driven off-road.

Provided that:

- a) Vehicle/s are 4WD/AWD (4-Wheel Drive/All-Wheel Drive) capability.
- b) It is a private vehicle only;
- c) The Insured shall bear an Excess of double the standard policy Excess stated in the Policy Schedule in the event of any admissible off-road claim.

We do not cover

- a) Insured Vehicle is used for carrying passengers for hire or reward.
- b) Competitive events and/or racing of any kind.

In the event of a claim, the Police Report should be provided.

### **Motor Garage and/or Valet Parking**

The coverage under the Policy is extended to include loss of or damage to the Insured Vehicle whilst in the care, custody or control of:

- a) A motor garage or other similar business, which is not owned by the Insured, which has the Insured Vehicle for maintenance, repair, testing or servicing.
- b) A hotel, restaurant or similar business, which is not owned by the Insured, where their authorized driver has parked the Insured Vehicle.

### **Specific Conditions**

This benefit shall be payable provided that:

- a) The Insured Vehicle is handed over only to the authorized person of such place.
- b) Insured/Driver of the Insured Vehicle files a case against the Hotel/Garage/Shopping Mall/Event place.
- c) Provided that the loss is not covered under any other Policy.

In the event of a claim, a police report must be submitted to Insurer. The benefits payable under this cover will be subject to the standard Policy Excess.

### **Rent-A-Car Benefit**

The following benefit will only apply if listed on your Policy's Schedule. In the event of an accident (at fault claims only) covered under the Policy, the Company shall arrange for the Insured, a rental car service subject to the following terms and conditions:

## **Motor Comprehensive Policy Wording**

- a) This rental car benefit can be availed for a period which is the earlier of
  - i. From the date of vehicle delivered to the workshop for repair and same is accepted by the workshop and not return to the Insured or his representative - actual repair duration of the Insured Motor Vehicle, or
  - ii. a total of 10 calendar days (consecutive or non-consecutive) within the entire Policy period, whichever is earlier. To avoid doubt, it is clarified that irrespective of the number of Claims/Accidents/Actual repair days, the rental car benefit can only be availed for a total period of 10 calendar days within the entire Policy period. Any usage of the rental car beyond a total of 10 calendar days within the Policy period shall be billed to you and shall be at your cost and expense.
- b) In the event the insured Motor Vehicle is declared a total loss due to damage, this benefit will cease upon
  - i. expiry of 10 calendar days as described in (a) above or
  - ii. immediately upon QIC making an offer to settle your claim, whichever is earlier.
- c) This benefit is not applicable for loss due to theft.
- d) This benefit is not applicable for recovery claims.
- e) Only private insured Motor Vehicles of non-commercial nature shall be covered.
- f) The rental car will only be provided for use to the Insured or spouse of the Insured. For Company registered private non-commercial insured Motor Vehicles, this limitation will not apply.
- g) The rental car must be driven within the United Arab Emirates only.
- h) Only a standard saloon car up to five years old with an engine size between 1.2 to 1.6 Liters will be provided as a rental car.
- i) The rental car must be collected from and returned to the office of the rental car service provider or any other location within the United Arab Emirates only if expressly agreed in writing by the rental car service provider
- j) Service provider will provide a vehicle excluding any accessories such as child or baby seat etc.
- k) The rental car service provider will require a valid UAE Driving License, valid Emirates ID, Credit card front copy and preauthorization, and a rental car agreement to be read agreed and signed by you. You will solely be responsible for ensuring full compliance with the rental agreement terms. You alone will be responsible for paying any costs/expenses/fines/penalties/deductible as may apply to you under your rental car agreement with the rental car service provider.
- l) We will not cover or reimburse any costs related to fuel, Salik, parking charges, damages, any fines and/or penalties and/or losses and/or damages and/or any liability arising from or related to your usage of the rental car, any extension of the rental vehicle beyond the approved period, any applicable deductible or any other charges or amounts as part of your rental agreement with the rental service provider.
- m) QIC, at its sole discretion may offer a cash allowance of AED 450/- if the rental car is not available with our rental car service provider or if the rental car cannot be provided for any other reasons.
- n) The rental car will be provided by a third-party rental car service provider as appointed by QIC. QIC assumes no liability and/or responsibility for the rental car and/or rent a car service provider. QIC, as a result of this, expressly disclaims all associated liabilities and obligations.

### **Replacement Locks**

The following cover will only apply if listed on your Policy Schedule.

The car keys or lock transmitter of your car are lost or stolen; we will pay the cost of replacing:

- a) The door locks and boot lock
- b) The ignition and steering lock
- c) The lock transmitter and central locking system of the Insured Vehicle that are lost or Stolen within the Territorial Limit as Specified in Your Policy up to an amount as per the table of Benefit during any one Period of Insurance

## **Motor Comprehensive Policy Wording**

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

You are required to submit the police report.

### **Roadside Assistance**

The following cover will only apply if listed on your Policy Schedule.

### **Benefit Table (summary)**

Features ↓ & Package →	Bronze	Silver	Gold	Platinum
Mobile App	Unlimited	Unlimited	Unlimited	Unlimited
Geographical Coverage	UAE	UAE & Oman	UAE & Oman	UAE & Oman
Accident Towing Service	2 times in policy period (Inter Emirates)	Multiple Time during Policy Period (Within Same City)	Multiple Time during Policy Period (Intercity)	Multiple Time during Policy Period (Intercity)
Emergency Breakdown Towing Services	2 times in policy period (Within Same Emirates)	Multiple Time during Policy Period (Within Same City)	Multiple Time during Policy Period (Within Same City)	Multiple Time during Policy Period (Intercity)
Battery Boosting Service	Yes	Yes	Yes	Yes
Fuel Delivery Service	Yes	Yes	Yes	Yes
Flat Tire Change Service	Yes	Yes	Yes	Yes
Lock Out Service	No	Yes	Yes	Yes
Off-Road Pull-Out (5 Meters from Tarred Road)	No	Yes	Yes	Yes
Desert Recovery (*) / Level Parking / Basement Assistance	No	No	Thrice a Year	Thrice a Year
Automobile Renewal Registration Service	No	No	Once a Year	Once a Year
Local Deliveries	No	No	Thrice a Year	Thrice a Year
Airport Pickup or Drop-off	No	No	No	Twice a year
Airport Meet and Greet	No	No	No	Twice a year
Vehicle Service Pickup or Drop-off	No	No	No	Twice a year
Home Service	No	No	No	Once a Year
Taxi Service	No	No	No	Once a Year
International Driving License	15% Discount During Policy Period	25% Discount During Policy Period	25% Discount During Policy Period	50% Discount During Policy Period

(\*) Desert Recovery is provided Free only for the 4Wheel Drive Vehicle

AAA shall provide Emergency Roadside Assistance Services to the customers of QIC Insurance (the "Members") 24 hours a day, 365 days a year throughout the United Arab Emirates. Heavy motor vehicles which are commercial in nature and use and which are more than 3.5 Tons, are not covered under this Membership agreement. Vehicles aged over 10 years will also not be covered under this program except for Silver and Bronze Membership.

### **AAA Bronze and Silver Card Benefits**

- Emergency Roadside Assistance Services** means providing the following basic services 24 hours, 365 days throughout the United Arab Emirates.
- Emergency Breakdown Towing** – When the vehicle cannot be drivable after attending any of the emergency procedures provided or when in the service persons judgment, the vehicle is not in a safe drivable condition, and in case of any such mechanical breakdown, **Bronze Members** can avail this **service 2 times in a year** to the nearest garage within the **same city**, and for **Silver members** it is provided **unlimited in a year** AAA will tow the vehicle to the nearest authorized garage **within the same city**. This shall include pull-out services from the sand parking area near the residential/ office

## **Motor Comprehensive Policy Wording**

buildings free of charge except in cases where the vehicle is deep inside the sandy area or basement/multi-storey car parking and requires special equipment. If at any time our operator is not able to provide service due to the vehicle's mechanical problem, the customer shall arrange for a mechanic from his side at his cost, after which we can tow the vehicle to the garage or agency.

- c) **Accident Towing** – If the member meets with an accident and if the vehicle is not in drivable condition, AAA will tow the vehicle to the customer's garage or agency anywhere across the Emirates. This should be supported with proper police documents. For **Bronze member** the services are provided **2 times in a year**, and for **Silver members** it is provided **unlimited in a year within the same city**.
- d) **Battery Boost Service**- Where the vehicle's battery is dead for whatever reason, AAA will jump start the vehicle to enable the members to carry on with their journey, and if not possible, will tow the vehicle to the nearest garage within the same emirate. If customer needs, AAA can arrange for onsite battery service.
- e) **Flat Tyre Service** – AAA will change the flat tyre with the spare tyre. If no spare tyre is available, AAA will tow the vehicle to the nearest garage within the same emirate. If customer needs, AAA can arrange for onsite New Tyre Change.
- f) **Lock Out Service** – If keys are locked inside the vehicle, AAA will make attempts to gain access to key to enable the Members to carry on with their journey. The owner of the car should be present while retrieving the keys as per Dubai police guidelines. This service is **not applicable for Bronze members**.
- g) **Emergency Fuel Delivery Service** – AAA will deliver emergency fuel direct to the Members and the Members only need to pay the cost of the fuel.
- h) **Off-road Pull-out** - Pull out of cars from maximum 5 meters from tarred road. This shall include normal, pull out services from the sand parking area near the residential / office buildings. Pull outs from basement or high-rise multi-storey parking would be attempted and if special equipment is required, it would be chargeable as per location and situation, this service is not applicable for Bronze Members.
- i) **GCC (UAE & Sultanate of Oman) Roadside Assistance** AAA SILVER/GOLD/ PLATINUM Card Members are covered with our International Roadside Assistance program which covers Free Emergency Roadside Assistance only to the nearest garage and no intercity, interstate or Inter country Covered.

**Note:** Towing services is provided once in every 24 hours per member. All above emergency services shall be provided unlimited times in a year. And same service cannot be availed within 24hours. Garage to Garage movement is not covered under this membership.

## **AAA Gold Card Benefits Including Silver Card benefits and the following**

- j) **Desert Off Road Recovery** - if in case you are stuck on a desert trip, or off road, member can avail 3 services per year. More than 3 services can be availed on a discounted rate. We will get you moving in no time. This service will be available from 6am to 6pm. This service is available only for the 4 X 4 Vehicles, and any rally or desert event vehicles are not covered.
- k) **Vehicle Testing Services** - AAA provides automobile registration renewal services to our Gold/PLATINUM members. The scope of this service includes pick up and drop of vehicles from member's location, within the UAE for statutory check-ups for vehicle registrations and vehicle registration formalities to be done by customer online with Traffic Authority. The owner is charged only for the payments for Vehicle Check-up. This service is offered as a free service, one time a year, to Gold/PLATINUM members. Kindly note that this service will be provided within the same emirate only. The service is to be booked with AAA Customer Service Center minimum 3 days prior to requirement of the service. The service will be available only in same Emirates and within City Limits.

## **Motor Comprehensive Policy Wording**

Note: AAA will not be responsible for the vehicle failure during testing, in this scenario it will be considered as service utilized.

- l) **Local Delivery** - The service will be provided one time a year for Gold Members and three times a year for Platinum Members where Gifts, flowers, documents could be delivered using this service. To avail this service GOLD/ PLATINUM member should book the service through AAA Customer Service Center Minimum Two day prior to requirement of the service. The pick-up and drop off point will be mutually agreed and cannot be changed later. The service will be only available within Dubai City Limits.

## **AAA Platinum Card Benefits Including Gold Card benefits and the following**

- m) **Airport Pick-Up OR Drop-Off** - While flying out from the country; AAA will drop or pick the members from airport. AAA will assist through the following options. AAA will pick the member from their location and drop them at Airport and vice versa. This service is available only within the Same Emirate and within city limit. The first 2 services are complementary for PLATINUM members and all future services shall be charged as per limousine fare.

Note: A One-way service (i.e. one drop-off to airport or one pickup from airport) is counted as one of the two yearly free service.

- n) **Airport Meet & Greet** Members can avail "Meet & Greet" services for the insured at the airports. Two free services are available for PLATINUM members and all future services could be availed at nominal cost. The Service is covered for Insured and one of his accompanying family member only.
- o) **Vehicle Service Pick-Up or Drop-Off** AAA will assist PLATINUM Members vehicle will be picked from any location within UAE and deliver them to the assigned service centres within the same Emirate. This service is free for 2 times every year within the same emirate. After complementary services, members can avail this service unlimited numbers of times by paying a minimal service charge.

Note: A One-way service (i.e. one drop-off to Service Center or one pickup from Service Center) is counted as one of the four yearly free service.

- p) **Home Assistance Services** PLATINUM Members can avail various home assistance services for free and these services are provided 1 time a year each member.
- i. **Building/Home/Dwelling**: Means any private or rented domestic dwelling, constructed of brick, stone or concrete and roofed with slates, tiles, concrete or asphalt.
  - ii. **Electricity**: Means a lack of electric supply in some of the Building/Home/Dwelling installation phases, whenever the origin of the damage is located within the Building/Home/Dwelling.
  - iii. **Emergency Repair**: Means a repair necessary to render the Building/Home/Dwelling safe and/or secure against further loss or damage as a result of an unforeseen or sudden occurrence which results in damage to the Building/Home/Dwelling demanding immediate action.
  - iv. **Glazing**: Means the breaking of windows or any other vertical crystal surface belonging to the window structure of the Building/Home/Dwelling, as long as the breakage determines a lack of protection from environmental accidents or any third-party hostile action.
  - v. **Locksmith**: Means any risk impeding the Insured's access to the Building/Home/Dwelling, being necessary for the intervention of a locksmith or emergency services,
  - vi. **Plumbing**: Means damage to house fixed plumbing /fitting, producing damages to the Building/Home/Dwelling of the Insured. The community property or third parties plumbing, will not be considered relevant to the Building/Home/Dwelling, although they could be located within the Insured's Building/Home/Dwelling.

The cost of the call-out for the first 2 hours will be free post which it will be chargeable to customer, labour for more than 2 hours and materials which are necessary for the Emergency Repair will have to be borne by Customer, for each emergency.

- q) **International Driving License – IDL** AAA, as a part of Automobile & Touring Club of the UAE (ATCUAE), can offer members a discounted rate upon issuing an International Driving Permit.

### **Motor Comprehensive Policy Wording**

- i. Discount of 50% on the cost of the license for QIC Platinum Members.
  - ii. Discount of 25% on the cost of the license for QIC Gold and Silver Members.
  - iii. Discount of 15% on the cost of the license for QIC Bronze Members.
- r) **Taxi Drop Service** PLATINUM Members can avail this service if they are met with the accident, and the vehicle is not in a drivable condition, they can avail a Taxi service, this service is available within the Emirates and within city limit only. The service is available 1 time a year.

#### **General Terms**

This assistance program is provided by The Service Provider. QIC assumes no liability and/or responsibility towards the performance/non-performance of The Service Provider. QIC hereby expressly disclaims all associated liabilities and obligations.

By availing any of the services/benefits as described in the document, You hereby agree to indemnify Qatar Insurance Company from any costs, damages and/or liabilities related to and/or arising from You availing any of these services.

### **New Car replacement**

The coverage under this Policy is extended to include, as per the Table of Benefits

- a) A new replacement of the same model of the Insured Vehicle (subject to availability), or
- b) The value of the vehicle when it was purchased (Vehicle Insured Value in the Schedule)

whichever is lower, if the Insured Vehicle is declared as a 'total loss' following an accident or peril covered under this Policy and occurring within the period as specify in your policy schedule, of its first registration; no depreciation will be applied.

### **Special Paints/Stickers/Graphics**

The Following cover will only apply if listed on your Schedule.

In the event of loss or damage to the Insured vehicle Insurer agree to indemnify the Insured for the reasonable cost of repairing, replacing or re-writing Special Paintwork, Stickers Logos, Graphics; subject to providing the sum insured separately at the time of insurance

It excluded advertising and/or commercial use stickers.

### **Loading and Unloading**

The Following cover will only apply if listed on your Schedule.

The policy is extended to cover loss and/or damage to the Insured Vehicle occurring during loading/unloading operation due to breakage (or) failure of the Jack but excludes the damage to the Jack itself due to such breakage (or) failure.

#### **Specific Limitations**

The Load carried is within the permitted level as specified in the Registration Card.

Cover excludes any type of damage towards the Jack / Boom / Lifting Equipment.

The carrying capacity of 70T is allowed, provide your vehicle is capable of carrying this limit.

### **Tool of Trade Extension**



### **Motor Comprehensive Policy Wording**

The Following cover will only apply if listed on your Schedule.

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the cover provided under Section I (Third Party Liability) of the policy is extended in respect of Mixers and Trucks mounted with Crane and/or equipment whilst the motor vehicle or equipment is working as a tool of trade provided that the Company shall be under no liability under Section I in respect of liability arising out of:

- a) Subsidence flooding or water pollution
- b) Vibration or the removal or weakening of support of any property land or building
- c) The explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.
- d) Damage to pipes or cables (both overhead and/or underground)

While the Motor Vehicle and/or equipment and/or attached part is being operated as a Tool of Trade.

The Insurers shall not be responsible for the first AED 5,000/- of any claim or number of claims from one cause under this extension, but this shall not apply to liability in respect of which any road traffic legislation requires insurance or security.

### **Tool of Trade Exclusion**

It is hereby understood and agreed that there will be no cover in place while any of the vehicles Insured are used as Tool of Trade.