



ADAMJEE INSURANCE COMPANY LIMITED

**REGISTERED IN ACCORDANCE WITH THE FEDERAL
LAW NO. 6 OF YEAR 2007
REGISTRATION NO. 44**

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Motor Vehicle Policy Against Loss, Damage and Third Party Liability (English version)

Policy No.:

Insured:

Address:

You are requested to read the following
Policy wordings, the Motor Insurance
Certificate and accompanying Policy
Schedule to ascertain if all these are in
accordance with your intention. It also
explains the process of making a claim.

Definitions: Any word or expression defined below will have the same meaning wherever it appears in your Policy.

Accessories: Parts originally installed in the Vehicle by the Vehicle manufacturers and included in the original price such as navigation equipment, telephone, stereo equipment and other items.

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.

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.

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 Adamjee Insurance Company Limited.

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.

Flood: An event that occurs within the concept of Natural Disasters.

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.

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

Insured: You, and Your refer to the person named as the Policyholder 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.

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.

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

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.

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 accidents to the Motor Vehicle Driver, the Insured and the passengers excluded from the basic coverage in return for an additional premium.

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.

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

Property Damage: Damage to a Third Party's property.

Road: Every road open and available to 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.

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 from the date of accident.

Schedule: means the document which gives details of You, Us, the Vehicle, the cover You have and any other specific 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).

Territorial limits:

means United Arab Emirates and any other area stated in Your Policy Schedule.

Third Party Liability:

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

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.

Section 1: Third Party Liability

The Unified Motor Vehicle Insurance Policy Against Third Party Liability issued pursuant to the Regulation of Unifying Motor Vehicle Insurance Policies according to Insurance Authority Board of Directors' Decision No. (25) of 2016

Whereas the Insured has applied to Adamjee Insurance Company Limited (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 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 Insured'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. Upon the lapse of more than one year after registration and use, the Company shall repair the damaged Motor Vehicle at suitable repair shops 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 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.
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 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.
 - 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.

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.

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.
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: Recourses 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.
 - d. 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 Percentage for Parts of Private Motor Vehicles	
Year	Percentage
First	0
Second	5%
Third	10%
Fourth	15%
Fifth	20%
Sixth and above	30%

Schedule No. (2)	
Depreciation Percentage for Parts of Taxi Vehicles, Public Transport Vehicles and Rental Vehicles	
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)	
Short Rate Schedule - Percentages of Recoverable Premium	
Policy Validity Period	Recoverable Premium
A period not exceeding one month	80%
A period exceeding one month to the end of the fourth month	70%
A period exceeding four months to the end of the sixth month	50%
A period exceeding six months to the end of the eight month	30%
A period exceeding eight month	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.
Glass
Brake master cylinders
Brake wheel cylinders
Brake calipers
Brake cables (conduit type)
Brake hoses
Brake diaphragms
Steering boxes
Steering rakes
Steering ball joints and swivels
Seat belts

Section 2: Loss and Damage

The Unified Motor Vehicle Insurance Policy Against Loss and Damage issued pursuant to the Regulation of Unified Motor Vehicle Insurance Policies according to Insurance Authority Board of Directors' Decision No. (25) of 2016

Whereas the Insured has applied to Adamjee Insurance Company Limited (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.
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 any external agreement that may reduce the coverage provided under this Policy or depriving the Insured or the Beneficiary of this Policy from exercising the right to claim for compensation hereunder, including 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. Before receiving compensation, the Insured shall pay all amounts due on the Motor Vehicle and submit evidence of no objection from the concerned authority(ies) to transfer title of the salvage to the Company. In case of lienholders, if any, they shall provide support, paperwork, power of attorney, etc. and appear before the concerned departments, if necessary for transfer of title of the Motor Vehicle to the Company.
 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 elapse 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.

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 in 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).
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 insure 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 Adjuster to determine the value of these damages or the amount of compensations at the Company's expense. If the expert's 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.
 - 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, tornados, 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'état, 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 causer 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: Recourses against the Insured

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

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	0
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)	
Deductibles	
Motor Vehicle	Deductibles
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 the value of which exceeds AED 500,000	Maximum AED 1,400/ per each accident
Private Vehicles where the permissible number of passengers of which does not exceed (9) passengers does not exceed (12) passengers	Maximum AED 1,500/ per each accident
Private Vehicles where 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 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 4,500/ per each accident

Schedule No. (4)	
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%
A period exceeding six months and not exceeding ten months	30%
A period exceeding ten months	NIL

terms and conditions:

- a. Should Adamjee Insurance consider the vehicle a write- off or Total Loss, this benefit does not apply.
- b. The eligibility of compensation will be calculated from the day the Vehicle is handed over to the garage for accident repair.
- c. Only private and individual owned Vehicle of non commercial purpose shall be covered
- d. The company registered vehicles provided for the use of their staff will be included under this Policy only if the company gives an undertaking that the Vehicle is used by single person only
- e. The period of courtesy car (cash benefit) shall be limited and the Insured shall be entitled to avail a maximum of 7 days in one or multiple occurrences during the Policy period, maximum of 2 claims in a Policy year.

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.

3.1 Courtesy Car (Cash Benefit) The following cover will only apply if listed on your Schedule.

The Company will pay the courtesy car (cash benefit) as per the limit set out in the Schedule for maximum up to 7 days subject to the following specific conditions:

When the Insured's Vehicle meets with an accident and needs repair under insurance claim with Adamjee Insurance approved garage and such claim is approved by Adamjee Insurance, the Insured shall be provided with courtesy car (cash benefit) under the following

3.2 Off Road Coverage

(SUV with off-road capability only) The following cover will only apply if listed on your Schedule.

The Policy is extended to cover loss or damage to the covered Vehicle while driven off-road.

Specific Conditions

- a. This cover is applicable for SUV with off- road capability and for private vehicle of non commercial purpose.
- b. The Insured shall bear an Excess of double the Normal Excess stated in the Policy Schedule in the event of an admissible off-road claim.
- c. The Company will not be liable to pay for any damage if loss and/ or damage occurred during the course of competitive events, safari or if you are

carrying passengers as part of a business. Safari activities is the recreation of driving or riding a vehicle on un-surfaced roads or tracks, made of materials such as sand, gravel, riverbeds, mud, snow, rocks and other natural terrain.

3.3 Personal Accident

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

It is hereby understood and agreed that in consideration of the payment of an additional premium the Company undertakes to pay compensation on the scale provided hereunder for death or Bodily Injury sustained by the Insured &/ or any Licensed Driver driving any Vehicle described in the Policy Schedule hereto while mounting into or dismounting from or travelling in the Insured Vehicle caused by violent accidental external and visible means, which independently of any other cause (except medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

S. No	Description	Scale of compensation
1.	Death or permanent total disablement	AED 200,000
2.	Total and irrevocable loss of all sight in both eyes	AED 200,000
3.	Total Loss by physical severance at or above the wrist or ankle of both hands or both feet or of one together with one foot	AED 200,000
4.	Total Loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrevocable loss of all sight in one eye	AED 200,000
5.	Total and irrevocable loss of all sight in one eyes	AED 100,000
6.	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 specified for the person on the basis of percentage for permanent partial disability approved by medical board multiplied by the sum insured of AED 200,000

Specific Limitations

- a. Compensation shall be payable under one item only of items (1) to (6) for item (7) separately in addition to items (5) or (6) above in respect of each person arising out of one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of AED 200,000/- during any one period of insurance.
- b. No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- c. No Compensation shall be payable in respect of death or injury indirectly or directly wholly or partially arising out of or resulting from or traceable to:
 1. Intentional self-injury or attempted suicide, physical and/or mental defect or infirmity.
 2. An accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- d. Compensation shall be payable only with the approval of the Insured and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person.
- e. Number of Vehicle passengers at the time of accident should not exceed the maximum number of persons including the driver, as stipulated by the Vehicle model.
- d. Temporary total disablement which prevents the injured person from engaging in any occupation for benefit is not covered.

3.4 Emergency Medical Expenses

The following cover will only apply if listed

on your Schedule.

The Company will pay to the Insured the reasonable cost of medical expenses incurred in connection with any accidental Bodily Injury to the Driver and/or Insured and/or any occupant of the covered Vehicle as the direct and immediate result of an accident to the covered Vehicle provided that:

The liability of the Company shall not exceed AED 5,000 in respect of any one accident, unless otherwise specified in Your Policy Schedule.

3.5 Personal Injury

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

Unless otherwise specified in your Policy Schedule, We will pay AED 30,000 to the Insured and/or spouse (or in the event of their death, to their legal personal representatives) if the Insured and/ or spouse while getting into or getting out of the Insured Vehicle shall accidentally sustain Bodily Injury which independently of any other cause within three calendar months of the accident results in:

- a. Death;
- b. Total irrecoverable loss of sight in one or both eyes;
- c. Total loss by physical severance of one or more limbs at or before the wrist or ankles or permanent loss of one or both hands or legs.

Specific Exclusions

This benefit applies only in respect of private Vehicles insured in the name of an individual and does not cover:

- a. Death or injury arising from suicide or attempted suicide;
- b. Anyone who is over 70 years of age at the time of the accident;

- c. If anyone claiming is convicted in connection with the accident of a drink- driving offence or of driving under the influence of any drugs.

3.6 Geographical Expansion (Oman & Qatar)

The following cover will only apply if listed on your Schedule:

Subject otherwise to the same terms, conditions, exclusions and limitations of the said Policy, the geographical area for Section 1 (Loss or Damage) is extended to include the Sultanate of Oman and Qatar. You will not be covered under section 2 (Third Party Liability) as this cover must be purchased separately (except Oman).

3.7 Natural Disaster, Storm, Flood, Strike, Riot & Civil Commotion

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

The cover under Section 1 (Loss or Damage) is extended to cover the Insured in respect of loss of or damage to the Insured Vehicle caused by:

- a. Strike, Riot or Civil Commotion which does not assume the proportion of, or amounts to popular uprising.
- b. Flood (provided the Vehicle is not driven), storm, typhoon, cyclone, hurricane, earthquake or other convulsions of nature.

3.7 Personal Belongings

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

We will pay you for the value of loss or damage caused to personal belongings by fire, theft or accident while the belongings are in your insured Vehicle. The maximum amount payable under this benefit shall not exceed AED 5,000 in respect of any one claim or series of claims resulting from one accident.

Specific Exclusions

The Company shall not be liable in respect of:

- a. Theft of any property carried in an open or convertible Vehicle unless in a locked boot or locked glove

compartment.

- b. Any such property insured under any other insurance Policy.
- c. Loss of damage to money stamps tickets documents or securities.
- d. Goods or samples carried in connection with any trade.

3.8 Windscreen Damage (No Excess)
The following cover will only apply if listed on your Schedule.

In the event of breakage of the window or windscreen of the Insured Vehicle where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage, the Company will indemnify the Insured for the cost of replacement of such window or windscreen and any payment in respect thereof shall not be deemed to be a claim for the purposes of calculating No Claims Discount and shall not be subject to any Excess.

Specific Limitations

Provided that the liability of the Company shall not exceed AED 3,000 (unless otherwise stated in the Policy Schedule) in respect of any one accident, no

Excess payable, unless exceeding the defined limit.

3.9 Replacement of Locks
The following cover will only apply if listed on your Schedule.

If the Insured Vehicle's keys or lock transmitter are lost or stolen, the Company shall pay up to AED 1,000 (unless otherwise stated in the Policy Schedule) for replacement of:

- a. The door locks and boot lock;
- b. The ignition and steering lock; and
- c. The lock transmitter and central locking system;

Any payment for this benefit shall not be deemed to be a claim for the purposes of calculating No Claims Discount.

Specific Limitations

The Company shall not pay the cost of replacing any alarms or other security devices used in connection with the Insured Vehicle.

3.10 Valet Parking Theft
The following cover will only apply if listed on your Schedule.

The Company shall indemnify the Insured for theft to the Insured Vehicle while in the custody or control of Hotels or Shopping Malls which the Insured does not own and where the Insured Vehicle has been parked by their authorized driver.

Specific Conditions

This benefit shall be payable provided that:

- a. Customer files a case against the Hotel/ Shopping Mall.
- b. The Vehicle is handed over only to the authorized person after due verification.
- c. The authorized person is a Licensed Driver.
- d. This benefit is not covered by any other Insurance Policy.

Specific Limitations

This benefit is limited to one claim per Policy year.

3.11 Dealer Repairs

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

If Dealer Repairs are included in your Policy, as shown in your Policy

Track day

- a. External accident damage (i.e. impact) to the car only whilst engaged in the specified track day activity.
- b. Fire damage but only if directly following an accident (i.e. impact).
- c. Special Excess: 10% of the claim amount subject to minimum double the excess stated in the policy

Geographical Area

UAE only limited to Dubai Autodrome and Yas Marina Circuits (FIA certified)

Specific Limitations

(What your track day doesn't cover)

- a. Internal damage to the engine or to the gearbox or transmission.
- b. Mechanical, electrical or computer breakdown however caused.

Schedule, the Policy is extended to include accidental damage repairs of your Vehicle at the manufacturer's authorized dealers within the UAE. If You do not have this cover then We shall select one of Our own approved garages to undertake the repairs.

3.12 Auto Gap

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

If the Insured Vehicle is under 1st hand ownership, purchased from an authorized dealer and less than 6 months old, based on year of manufacture (unless otherwise specified in your Policy Schedule) and is declared a total loss, the Company shall pay for either a brand new replacement model or for the original purchase value, whichever is lower.

Specific Limitations

This shall apply for brand new Vehicles only subject to one claim per Policy year

3.13 Road Side Assistance

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

If your Policy includes road side assistance (please see Your Policy Schedule) and you require this service, please call the toll free number of the road side assistance company as mentioned in Your Policy Schedule You will be prompted for one of the following:

- a. Your road side assistance membership number; or
- b. Motor Policy number; or
- c. Vehicle plate number in order to avail the service.

Specific Limitations

All services will be provided within the scope and area of cover as per your applicable road side assistance plan, Schedule of benefits and limits as stated in Your Policy Schedule and Terms and

- c. Liability to other participants, to any third parties or to passengers or any property damage or bodily injury.
- d. Competitive driving - in other words, Races, Rallying and/or speed trials or on timed runs with motor propelled vehicles of any kind and/or their organization.
- e. Consumable items such as tires, oils, linings etc.
- f. Extra costs involved in repairing specialized paintwork and logos unless specifically agreed.
- g. Damage to the interior of the car caused as a direct result of airbag deployment.
- h. Loss or damage to the car whilst being driven by any person other than those registered for the track event.

Conditions of the assistance services as provided by the assistance service provider.

3.14 Track Day

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

Definition

A track day is a strictly non competitive (no timing, pace making or racing) day at

Dubai Autodrome & Yas Marina circuits (FIA certified) where road registered vehicles can be driven by individuals holding a valid

UAE driving license on a race circuit without speed restriction. Drivers must adhere to all safety briefings provided at the beginning of each track day.

Please Note: Track day is a limited cover and does not follow all of the conditions of standard motor insurance.

Other Exclusions

We will not pay claims arising from:

- a. Any fraudulent, dishonest or criminal act.
- b. Damage due to wear and tear or gradual deterioration. This includes minor cosmetic damage.
- c. All other personal property (excluding Personal Protective Equipment - PPE - otherwise insured under this Policy) which is not a fixture or fitting of the vehicle or used for race/ test day events.
- d. Loss or damage which is insured by any other existing insurance including and not limited to motor or household insurances.
- e. Loss of use, delay or consequential loss of any description including confiscation or abandonment.

- f. Loss of computer logging systems.
- g. Loss of or damage to the car whilst being worked upon.
- h. Loss from any form of mechanical or electrical breakdown or damage, ingress of water, rust, oxidization or latent defect or inherent vice.
- i. Loss or damage to overalls, race suit, leathers, helmet, boots or gloves.
- j. PA to Driver and Passengers.
- k. Diminution of the market value following repair.

3.16 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 Insurers agree to indemnify the Insured for the reasonable cost of repairing, replacing or re-writing Special Paintwork, Stickers, Logos, Graphics Advertising etc., subject to providing the sum insured separately at the time of insurance.

3.17 Accessories & Enhancement Cover etc.

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

In the event of loss or damage to the Insured vehicle Insurers agree to indemnify the Insured for the reasonable cost of repairing, replacing or re-writing Accessories & Enhancement etc., subject to providing the sum insured separately at the time of insurance.

3.18 Tool of Trade Extension

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 II of this 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 II 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 while the Motor Vehicle and/or equipment and/or attached plant is being operated as a tool of trade.

The Insurer shall not be responsible for the first AED 4,500 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 a Tool of Trade.

3.19 Accessories & Enhancement Cover etc.

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.