

AXA Agent

With more than 50 million customers around the globe, AXA is one of the world's largest insurance providers. We offer a wide range of insurance products to meet your personal and business needs.

motor

healthcare

home comfort

travel smart

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golf mulligan

motorcycle

800 4845

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Ref. CDA 01.2009 GT

policy cover index

Type of Cover	Sections Which Apply
Motor Executive Policy	Sections 1 to 13
Motor Perfect Policy	Sections 1 to 7
Third Party Only	Only Sections 2 and 6
Third Party Fire & Theft	Section 1 only applies for loss or damage caused by fire, lightening explosion, theft or attempted theft plus Section 2 and 6

Optional Cover

These sections only apply if specified in your policy schedule.

Personal Accident Benefit	Section 8
Agency Repairs	Section 9
Hire Car Service	Section 10
Accident and Breakdown Recovery	Section 11
GCC Cover	Section 12
Protected No Claim Discount	Section 13

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1 welcome to AXA insurance

Now that you've chosen us for your car insurance, you can be sure that we'll be there for you whenever you need us. We pride ourselves on our claims service. Our 24 hour accident and breakdown recovery service operates every day of the year and you can contact us for enquiries and advice regarding your claim.

How to declare a claim

You no longer need to come to our office to report a claim. You simply have to follow 3 steps:

Step 1.

Get the police report

You should ensure that all details are correct on the police report.

Step 2.

Call AXA toll free number 800 2924

to open your claim (Sunday to Thursday, 8am to 5pm)

We will record details of the incident and will start sorting out your problem immediately. We will:

- confirm whether your policy covers you for the incident
- tell you what you will have to pay;
- confirm all the steps involved in your claim being settled;
- advise you which workshop to go to.

Please remember it's important that you report any accident /damage to your vehicle to us and to the police immediately, even if you are not making a claim under your policy.

Once the claim is opened, you will re-

ceive an SMS with a claim reference number and the contact details of a garage.

Step 3.

Send your car to the repair shop

You should show the claim reference number to the repair shop service advisor and provide:

- the original police report on which you have written the claim number,
- a copy of the driving license of the person who was driving the car at the time of the accident (as mentioned on the police report)
- a copy of the registration card of the vehicle.

Once the repair estimate is issued and the car is surveyed, you will receive an SMS to confirm that approval for repair has been given to the repair shop. Then you will be contacted by the repair shop when your car is ready for collection.

If you've had a total loss, please refer to the Claim chapter on page 26.

Our promise

- To give you quality cover at a fair price.
- To make sure that our people are professional, pleasant and helpful.
- To deal with your claim or inquiry speedily and efficiently.
- To send you simple, easy to understand information.
- Not to pressure you to buy any of our products.

For easy access to our claims and customer services helpline number, you will receive a card like the one below:

what does your motor insurance include?

Please check your policy schedule which gives you full details of the cover you have chosen.

If you have any questions or would like to make any changes or additions to your cover, please call us on:

800 48 45
Sunday to Thursday
8 am to 5 pm

24 hour Breakdown Assistance: 800 29224

24 hour Claim Declaration: 800 2924

Policy No.

Expiry Date



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2 your AXA motor policy

Your AXA Motor Policy

This policy booklet forms part of your legal contract with us and explains exactly what you are covered for. Your schedule shows the level of cover you have chosen. If you sell your vehicle and do not wish to continue your insurance, as long as you provide proof of transfer and you haven't made any claims, we will work out the premium for the period we have been insuring you and refund any balance.

The Contract of insurance

This policy booklet, the information you have provided and the schedule form the contract of insurance between you, the policyholder, and us, AXA Insurance (Gulf) B.S.C. (c)

In consideration of your premium, we will provide the cover shown in the schedule for accident, injury, loss or damage which happens within the territorial limits during the period of insurance.

Law

The law of United Arab Emirates will apply to this contract

Policy wording

The wordings of the following sections are provided by the Ministry of Economy and Commerce (UAE):

- Section 1
- Exceptions to section 1
- Section 2
- General exceptions
- General conditions

AXA has extended the cover stated in the above sections. Please refer to the automatic cover extensions page 18 and sections 3 to 7.

Sections 8 to 13 are optional covers and only apply if specified in your policy schedule. The optional covers are automatically included if you have a Motor Executive Policy.

Insurance cancellation

The Company may cancel Section 1 of this policy sending a thirty days notice by registered letter to the Insured at his last known address and in such event the Company will return to the Insured the premium paid less the prorata portion thereof for the period the Policy has been in force or the Insured may cancel Section 1 on seven days written notice and provided no claim has arisen during the current period of insurance the Insured shall be entitled to a return of premium less premium at the Company's short period rates for the period the Policy has been in force. There will be no premium refund in case of a claim, whatever type of claim it is.

3 definitions

Wherever the following words or phrases appear they will have the meanings described below:

Accessories

Parts originally installed in the vehicle by the vehicle manufacturers and included in the original price such as radios, stereo equipment, telephones and other items, the make and values of which are specifically declared to the company and stated in the schedule.

Agency Repairs

If agency repairs are included in your policy, as shown in your schedule, you have the option of having your vehicle repaired at the manufacturers authorised dealers. If you do not have this cover we shall select one of our own approved garages to undertake the repairs.

Certificate of motor insurance

The current document that proves you have the motor insurance you need by law.

Endorsement / Memoranda

Changes in the terms of your policy. These are shown in the schedule or issued separately and form a part of your policy.

Excess

The amount you will have to pay towards any non-recoverable claim.

Insured Value

The amount stated in the policy schedule. In the event of a total loss claim, the insured value will be depreciated

by the amount shown in the scale on page 7.

Licensed driver

The insured or any person driving with his permission provided that the person driving holds a license for the vehicle in accordance with the traffic laws and regulations and has not had his license withdrawn by order of a court of law or traffic regulations.

Period of insurance

The period of time covered by this policy, as shown in the schedule, and any further period that we agree to insure you.

Schedule

The document which gives details of you, us, the vehicle, the cover you have and any other specific condition.

Territorial limits

United Arab Emirates and any other area stated in your policy schedule.

We / Us / The Company

AXA Insurance (Gulf) B.S.C (c)

Your car / Insured Vehicle

Any vehicle described in the schedule.

You / The insured

The policy holder named in the schedule.

4 covers

Section 1

Loss or damage to your car

1. The Company undertakes to indemnify the insured for loss of or damage to the Insured Vehicle, its accessories and spare parts whilst there on:
 - a. By accident or accidental collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear.
 - b. By fire, external explosion, self ignition lightning or thunderbolt.
 - c. By burglary or theft.
 - d. By malicious act of any third party.
 - e. Whilst in transit within the territorial limit specified under the policy schedule (including the process of loading and unloading incidental to such transit) by road rail inland waterway lift or elevator relating to the said transportation.
2. The Company shall pay in cash the amount of loss or damage to the Insured or shall repair, reinstate or replace the Motor Vehicle or any part thereof including its accessories or spare parts and the liability of the Company shall not exceed the replacement value of the parts lost or damaged and the reasonable cost of fitting or fixing such parts, unless the Insured requests the

Company to pay him the amount in cash. In this case the Company shall respond to the Insured's request. In case the Insured requests new parts instead of the damaged parts due to an accident or prefers receiving its value in cash, this should be considered. The insured is liable for the depreciation percentages as mentioned in Table No.(1).Regarding Taxi and Rental vehicles, the insured shall be liable for the depreciation percentages as mentioned in Table No. (2).

Table No. (1)

Spare Parts depreciation percentages "Excluding Taxis and Rent A Car vehicles"

Year	Percentage
1st year	-
2nd year	5%
3rd year	10%
4th year	15%
5th year	20%
6th year	30%

Table No. (2)

Spare Parts depreciation percentages "Taxis and Rent A Car vehicles"

Year	Percentage
1st year	10%
2nd year	20%
3rd year	25%
4th year	30%
5th year	35%
6th year	40%

3. The Insured has the right to repair

the damage due to an accident covered under the Policy provided the total cost of such repair does not exceed the Authorised Repair Limit mentioned in the Schedule attached to this Policy and the Insured should forward to the Company without delay a detailed estimate of the cost along with the bill.

4. If the Insured Vehicle has been lost or if it sustains total loss damage to the extent that the repair cost shall exceed 50% of its value at the time of the accident, then the Insured Value, which was agreed between the Insured and Insurer at the time the Insurance Contract and its Schedules had been signed, shall constitute the basis for calculation of the indemnity for the loss or the damage, after deducting a depreciation at 15% per annum of the Insured Value as stated in the Schedule for the first year of the vehicle's life on the roads and part of the year shall be calculated on a pro-rata basis.

As from the second year of the life of the vehicle on the roads, a depreciation rate, not exceeding, 15% shall be deducted from the vehicle's Insured Value as stated in the schedule and the depreciation will be calculated as follows:

- 3.75% as from the beginning of 1st month until the end of the 3rd month.

- 7.5% as from the beginning of 4th month until the end of the 6th month.
 - 11.25% as from the beginning of 7th month until the end of the 9th month.
 - 15% as from the beginning of 10th month until the end of the 12th month.
5. If the Motor Vehicle is immobilized by reason of loss or damage insured under this Policy, the Company will bear the reasonable cost of protection and removal to the nearest repairers and delivery to the garage within the Country where the loss or damage was sustained.

Excess

If your vehicle is lost, stolen or damaged and there is no identified responsible Third Party, you are responsible for paying the excess shown on your schedule no matter how the loss or damage happened.

If at the time of an accident, the vehicle is found to have been driven by anyone

- a) under 25 years of age (completed age) and/or
 - b) by drivers with less than 12 months valid UAE license (other than transferable license),
- then the insured shall bear 10% of the claim amount in addition to the normal policy excess.

Exceptions to Section 1

The Company shall not be liable to pay any compensation in respect of:

1. Consequential loss affecting the

- Insured Vehicle or decrease in the Vehicle's value through usage, impairment or failure or breakdown of mechanical or electrical equipment.
2. **Damage resulting from overloading or carriage at any one time of a greater number of passengers than the number for which the Vehicle is licensed by the concerned authorities, provided that the overloading or excess passengers were the cause of the accident which resulted in the loss or damage to the Motor Vehicle.**
 3. **Damage to tyres unless it occurs at the same time as the damage to the Insured Vehicle.**
 4. **Loss and damage caused to the Insured Vehicle as a result of the following:**
 - a. **use for purposes otherwise than in accordance with the Limitations of Use.**
 - b. **violation of the law if it involves a criminal act or similar willful act.**
 5. **Damage caused by accident during driving without licence according to the traffic rules, or if his licence has been cancelled by virtue of Court Jurisdiction or in accordance with the concerned rules of any other Competent Authority or Traffic Department.**
 6. **Any accident loss or damage whilst the driver is under the influence of**

narcotics, intoxicating drugs and/or alcohol or hallucinating drugs or any other medicines affecting his ability to control the vehicle if it has been proved to the competent authorities or upon the confession of the driver of the vehicle.

Section 2

Third Party Liability

1. The Company shall be liable to compensate the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle subject to the limits specified in this Policy against all sums which the Insured shall become legally liable to pay as compensation for:
 - a. death of or bodily injury to any person including the passengers in the vehicle except the Insured or the driver at the time of the accident and their families, spouse, parents and children and the employees of the Insured if they are injured during work hours or as a result of their work; and they are to be considered as passengers whether inside the vehicle or mounting or dismounting from it.
 - b. damages for materials and property, except those owned by the Insured or the driver at the time of the accident or property held in trust or in their custody or control.
2. The insurance mentioned in this Section is extended, in accordance with the provisions and conditions herein, to cover the liability of each licensed driver while driving the Insured

Vehicle provided that he fulfils and complies with the Terms and Conditions of this Policy and obeys it as if he was the Insured himself.

3. Subject to the Limits specified in the attached Schedule to this Policy, the Company shall be liable to pay Court orders or judgments in whatever amount is awarded to the plaintiff including judicial expenses and charges (except penalties and/or fines): the Company shall pay compensation to the rightful claimant.
4. In the event of death of any person entitled to indemnity under this Section the Company will, in respect of the liability towards such person, indemnify his heirs in accordance with the Terms Conditions and Exceptions of this Policy, provided that such heirs shall as though they were the insured observe, fulfil and be subject to the Terms of this Policy in so far as applicable.
5. In the event of any accident involving indemnity under this Section to more than one person the Limits of liability specified in the attached Schedule to this Policy shall apply to the aggregate amount of indemnity due to all persons.
6. The Company will pay all costs and expenses incurred with its prior consent.

7. The Company may arrange for representation of the Insured at any inquest or inquiry in respect of any accident which may be subject of indemnity under this Section, and undertakes to defend the Insured in any Court of Law in respect of any event which may be the subject of indemnity under this Section.

Section 3

Personal Injury

The Company will pay AED 20,000 to the Insured and/or spouse (or in the event of death to their legal personal representatives) if the Insured and/or spouse whilst 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:

- Death.
- Total irrecoverable loss of sight in one or both eyes.
- 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.

Exceptions to Section 3

This section applies only in respect of private motor cars insured in the name of an individual and does not cover:

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

Section 4

Medical expenses

The Company will pay to the Insured and/or any other occupant of the Insured Vehicle the reasonable cost of Medical Expenses incurred in connection with any accidental bodily injury as the direct and immediate result of an accident to the Insured Vehicle.

Exceptions to Section 4

- **Section 4 shall apply only in respect of private motor cars insured in the name of an individual.**
- **The Liability of the Company shall not exceed the sum of AED 3,500 per person in respect of any one accident. This amount is increased to AED 6,000 per person if you have an Executive Policy.**

Section 5

Personal belongings

We will pay you (or if you prefer, the owner) for the value of loss or damage caused to personal belongings by fire, theft or accident while the belongings are in your insured vehicle and if mentioned in the police report. You should also provide proof of purchase of those personal belongings.

We will deduct an amount for depreciation, wear and tear when we settle a claim. The most we will pay for any one incident is AED 4,000.

Exceptions to Section 5

We will not pay for loss or damage to the following:

- **Money, stamps, tickets, documents or securities.**
- **Theft of any property carried in an open or convertible vehicle unless in a locked boot or locked glove compartment.**
- **Goods or samples carried in connection with any trade.**

Section 6

No-claim discount

If you make a claim under your policy, we will reduce your no-claim discount in line with our scale. If you do not make a claim under your policy, we will increase your no-claim discount when you renew your policy in line with the scale we apply at that time. Your no-claim discount is not transferable to anyone.

Section 7

Windscreen damage

In the event of breakage of the windows 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 windows or windscreen and any payment in respect thereof shall not be deemed to be a claim for the purposes of calculating no-claim discount.

If you have a Perfect Policy, you shall not be subject to any Excess if the cost of replacement of such windows or windscreen does not exceed the sum of AED 5,000 in respect of one accident, but if it does, you will have to pay the Excess as specified in the schedule of your policy.

If you have an Executive Policy, you shall not be subject to any Excess.

Section 8

Personal accident benefit

The Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by any person including driver whilst mounting into dismounting from or traveling in the Insured Vehicle 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:

		Scale of Compensation
1.	Death	AED 200,000
2.	Total irrecoverable loss of 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 hand 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 irrecoverable loss of sight in one eye	AED 200,000
5.	Total and irrecoverable loss of sight in one eye	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.	Total disablement from engaging in or given any attention to such person's occupation, AED 1,500 per week for a period not exceeding 26 weeks	AED 39,000

Provided always that:

- **Compensation shall be payable under only one of items 1. to 7. above in respect of such person arising out of any 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 per person.**
- **No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.**
- **Such person is not less than 18 or more than 65 years of age at the time of such injury.**
- **No compensation shall be payable in respect of death or injury or directly**

wholly or in part arising or resulting from or traceable to:

- 1) intentional self-injury, suicide or attempted suicide, physical defect or infirmity or**
 - 2) an accident happening whilst such person is under the influence of intoxicating liquid or drugs.**
- **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.**
 - **Not more than the licenced number of persons are in the said Motor car at the time of the occurrence of such injury.**

Section 9

Agency repairs

Section 1 of the policy is extended to include accidental damage repairs of the insured vehicle at the manufacturers authorised dealers within the UAE.

Section 10

Hire car benefit

After an accident covered by Section 1 of your policy, we will provide a hire car for a maximum period of seven days if the Insured can provide an imprint of a credit card to the rent a car company. If the insured vehicle is stolen, or if the damage is extensive and we decide not to repair it considering the vehicle as a total loss, we will provide a hire car for up to seven days or until we make an offer to settle your claim, whichever is earliest. We will only do this if we accept your claim.

Hire cars can only be used in the UAE. Use of the hire car must commence within the first 48 hours after your car is disabled following an incident covered by the policy.

A current driving license will be required and driving of the hired vehicle will be restricted to the policyholder and/or spouse.

The hire car must be collected by you and returned to the Car Hire Company or the repairer where your own vehicle is repaired. Any other specific UAE restriction to vehicle rental will apply.

Exceptions to Section 10

- **Fuel costs, parking costs or any fines.**
- **Hire car charges after a period of 7 days free hire.**
- **Deductible applied in the case of an accident happening while driving a hired car.**
- **Any kind of legal liability arising out of use of the hire car.**

Section 11

Accident and Breakdown recovery

This cover applies to the insured vehicle while it is being driven by you or anyone else and to any private vehicle you are traveling in either as a driver or as a non-fare paying passenger. Section 11 will only apply when using AXA's roadside assistance provider.

Accident Recovery

If the vehicle is damaged and cannot be driven due to an accident, the vehicle will be towed to an AXA approved garage as per instructions provided to the breakdown recovery Company.

Towing Service

If the vehicle does not start or requires mechanical repairs, the vehicle will be towed to the dealer's garage or a garage of the Insured's choice.

Battery Boost

If the battery is 'dead', the vehicle will be jump-started to get it moving. If the vehicle still does not start it will be towed to the dealer's garage or a garage of the Insured's choice.

Flat Tyre Change

If the vehicle has a flat tyre, we will help to change the tyre. If the vehicle does not have a spare tyre it will be towed to the dealer's garage or a garage of the Insured's choice.

Petrol Delivery

If the vehicle cannot be driven due to an empty petrol tank, we will deliver up to a maximum of 5 gallons of fuel. The Insured has to bear the cost of the fuel.

Locked out Service

If you are locked out of the vehicle, we will attempt to open the lock under supervision of the appropriate authorities.

Off road recovery

If your vehicle breaks down off-road, we will arrange to have the vehicle towed to the dealer's garage or a garage of the Insured's choice. If your vehicle is 'stuck' off-road it will be winched to the nearest roadway.

Vehicle Registration service

If a member needs to re-register the insured vehicle, we will pick up the vehicle from the location of request and complete the vehicle registration. The Insured's vehicle will be taken for registration only once. If due to any reason the customer has to take the vehicle more than once, the Insured will be charged an extra fee. It is the Insured's responsibility to check all the fines due and pay in advance.

International Driving License

An international driving license is available from the breakdown recovery Company for AED 135.

Section 12

GCC Cover

The territorial limit for section 1 is extended to include Oman, Bahrain, Saudi Arabia, Kuwait and Qatar. You will not be covered under section 2, third party liability, as this cover must be purchased separately at the border (except Oman).

Exceptions to Section 12

- **The maximum duration of any single trip shall not exceed 30 days.**
- **The maximum total number of days shall not exceed 90 days in any 12 months period.**

Section 13

Protected No Claims Bonus

We will allow our maximum no claims discount as long as you have not made more than two non-recoverable claims or four claims in total (recoverable and non recoverable) during the last three years and provided that the amount paid under any single non-recoverable claim does not exceed AED 15,000.

5 automatic cover extensions

The following extensions automatically apply to your Policy:

Riot, strikes, storm & flood

If you have a comprehensive policy, the cover under Section 1 (Own Damage) extends to indemnify the Insured in respect of loss of or damage to the Insured Vehicle caused by:

- Riot or Strike.
- Civil Commotion which does not assume the proportions of or amount to a popular rising.
- Flood (provided the vehicle is not driven), storm, typhoon, cyclone, tornado, volcanic eruption, earthquake or other convulsions of nature.

Passengers and Family Members

The cover under Section 2 (Third Party Liability) is extended to:

- Death of or bodily injury to passengers (including family members) whilst in or getting in or getting out of the insured vehicle.
- Any person who is getting in or getting out of the insured vehicle against their legal liability for injury or property damage to others.
- The insured whilst traveling as a passenger in the insured vehicle.

Provided that the Company shall not be liable in respect of death of or bodily injury to any person arising out of and in the course of such persons employment by the person claiming to be indemnified under this extension.

Loading and Unloading

Section 2 (Third Party Liability) is extended to cover accidental death of or bodily injury to any person or accidental damage to third party property arising out of loading and unloading of the insured vehicle.

Driving other vehicles

The cover under Section 2 (Third Party Liability) is extended to any other private motor car driven by you, with the owner's express consent, in the Territorial Limits. This cover does not apply if:

- The car belongs to you, or is hired to you under a hire-purchase agreement.
- Your car belongs to, or is hired by, the employer or business partner.
- Your liability is covered under another insurance policy.
- You are a corporate organisation or firm.

Replacement locks

If you have a comprehensive policy and the car keys or lock transmitter of your car are lost or stolen, we will pay the cost of replacing:

- the door locks and boot lock;
- the ignition and steering lock; and
- the clock transmitter and central-locking system;

Your no-claim discount will not be disallowed just because you have made a claim under this section. We will not pay the cost of replacing any alarms or other security devices used in connection with your car.

Motor trade and valet parking

If you have a comprehensive policy, we will indemnify the Insured for loss of or damage to the insured vehicle whilst in the custody or control of:

- A motor garage or other similar business, which the Insured does not own, which has the Insured Vehicle for the purpose of maintenance, repair, testing or servicing.
- A hotel, restaurant or similar business, which the Insured does not own, where the Insured Vehicle has been parked by their authorised driver.
provided that
 - (i) the vehicle is handed over only to the authorized person after due verification
 - (ii) the person is a Licenced driver
 - (iii) this is not covered by any other policy.

Special conditions

In the event that the Motor Vehicle is subject of a hire purchase agreement this Insurance will not be invalidated by virtue of general Condition 4.

New car replacement

With a Perfect Policy, if your car is under 6 months old and is declared a total loss, we will pay for either a brand new replacement model or for the value of the car when you bought it, whichever

is the lowest.

With an Executive Policy, if your car is under 12 months old and is declared a total loss, we will pay for either a brand new replacement model or for the value of the car when you bought it, whichever is the lowest.

Off Road Cover

If you have a comprehensive Policy, your Policy is extended to cover loss or damage to the Insured Vehicle whilst being driven off road. Provided that:

- Your car has four wheel drive capability.
- You are not participating in a competitive event or race of any kind.

The Automatic Extensions are subject otherwise to the terms, conditions and exclusions of the Policy.

6 general exceptions

- 1. This Policy does not cover loss or damage or Third Party liability arising from accidents involving the Insured Vehicle in the following cases:**
 - a. accidents which take place outside the Geographic Area specified in this Policy.**
 - b. accidents which happen directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with ionising radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel direct or indirect with any of the aforementioned causes.**
 - c. Accidents involving the Insured or any driver of a vehicle whilst driving the vehicle outside the public road as per the definition of road as every passage open to public traffic unless otherwise been agreed in the insurance policy.**
- 2. This Insurance does not cover any liability due to an agreement made by the Insured where no liability would arise but for that agreement.**
- 3. Policy excludes liability arising out of usage of vehicle against racing, rallies and/or speed trials.**

7 war and terrorism exclusion

We will not pay for any accident, loss, damage or injury which is the direct or indirect result of any of the following, whether or not contributed to by any other cause:

- war;
- invasion;
- activities of a foreign enemy;
- hostilities or warlike operations (whether war has been declared or not);
- civil war;
- revolution, rebellion or insurrection (that is, people rising up and changing the government by force or attempting to do so);
- civil commotion which is of such severity or magnitude that it can be likened to a popular uprising;
- military power (even if properly authorised by the duly elected government); or
- usurped power (that is power taken by force by any person or group (including armed forces) not being the duly elected government);
- any act of terrorism for the purpose of this exclusion, an act of terrorism means an act, whether involving violence or the use of force or not or the threat or the preparation thereof, by a person or group (s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious ideological or similar purposes including the intention to influence

any government and/or to put the public or any section of the public in fear.

Loss, damage or injury which is the direct or indirect result of any action taken in controlling, preventing suppressing or in any other way relating to any of the causes listed above is also not covered.

If the Company alleges that by reason of this exclusion any loss, damage, cost or expense is not covered, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

8 general conditions

1. This Policy and the Schedule shall be considered as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy and the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered to the Company in writing.
3. The Insured shall take all reasonable steps to safeguard the Insured Motor Vehicle from loss or damage and to maintain the Insured Motor Vehicle in a roadworthy condition. The Company shall have at all times the right of free and full access to examine such Motor Vehicle or any part thereof. In the event of any accident or breakdown such motor vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if such motor vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to such motor vehicle shall be excluded from the scope of indemnity granted by this Policy.
4. The Insured shall remain throughout the validity of this Policy the sole and absolute owner of the Motor Vehicle and shall not make any agreement to let out upon hire the Insured Vehicle or enter into any

agreement restricting his absolute control and possession of the Insured Vehicle without the written permission of the Company having first been obtained.

5. In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall give immediate notice to the competent authority and the insurance Company, with all relevant information. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.

Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution or investigation into a fatal accident in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.

6. No admission offer, promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in his name for its

own benefit any claim for indemnity to damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give such information and assistance as the Company may require.

7. At any time after the happening of any event giving rise to a claim or series of claims under Clause 1(b) of Section 2 of this Policy the Company may pay to the Insured the full amount of the Company's liability under the above mentioned Clause and relinquish the conduct of any defence, settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence, settlement or proceedings, or of the Company relinquishing such conduct. Also the Company shall not be liable for any cost or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.

8. a. The Company may cancel Section 1 of this policy sending a thirty days notice by registered letter to the Insured at his last known address and in such event the Company will return to the

Insured the premium paid less the prorata portion thereof for the period the Policy has been in force or the Insured may cancel Section 1 on seven days written notice and provided no claim has arisen during the current period of insurance the Insured shall be entitled to a return of premium less premium at the Company's short period rates for the period the Policy has been in force. There will be no premium refund in case of a claim, whatever type of claim it is.

b. Neither the Company nor the Insured has the right to cancel Section 2 of this Policy during its period of validity as long as the Vehicle's license is valid. In case the Policy is cancelled before its expiry date because of cancellation of the Vehicle's permit or transfer of its ownership the Company will refund to the Insured the paid premium less the short period premium due.

The Company shall pay to the Insured the refund premium due for the period of cancellation of the Policy before its termination.

9. If at the time when any claim arises under this Policy there be any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable

proportion of any such loss or damage or compensation or costs or expenses.

10. The due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of all statements and declarations expressed by the Insured in the Proposal shall be conditions precedent to any liability of the Company to make any payment under the Policy. Furthermore, any notice of claim is to be fully in accordance with the requirements of Clauses 2 and 5 of the General Conditions of this Policy.

11. The Company may claim back the value of what has been paid as Compensation by the Company in the following cases:

a. if it is proved that the insurance contract has been made on the basis of false statements by the Insured or if he has concealed relevant information which affects the acceptance of his insurance by the Company or otherwise affects the Premium or the Terms of this Policy.

b. using the Motor Vehicle for other purposes than stipulated in the Policy or exceeding the permitted number of passengers or overloading more than the permitted limit or the load not

stowed correctly or exceeding the dimensions of width or length or height permitted.

c. if the Driver disobeys the law involving a criminal act or felony.

d. if the Driver is either the Insured or any other person driving with his consent - not possessing the driving licence according to the traffic rules, or his licence has been cancelled by virtue of Court jurisdiction or in accordance with the concerned rules of any other Competent Authority or Traffic Department.

e. if it is proved that the accident death or bodily injury has resulted from an intentional act by the Insured.

f. if it is proved that the accident has resulted from the Insured or a person driving with his permission under the influence of narcotics or alcoholic drinks or any other medicines which shall affect his ability to control the vehicle.

The right of recourse for the Company under this General Conditions as per the Terms and Conditions of this Policy will not affect the rights of Third Parties towards the Insured.

12. Nothing in this Policy or any endorsement on it will affect the rights of any person entitled to compensation by virtue of this

Policy or any other person's right to recover any amount due by virtue of the Law.

13. Any claim under this Policy shall be time barred if not submitted to the Company within three years from the date of accident; even if the Insured had knowledge of such accident or event no claim will be accepted.

14. It is possible that the Company and the Insured by virtue of additional endorsements attached to this Policy and within the limits of its provision and conditions may agree that the Company will cover other damages and injuries which are not mentioned in this Policy especially the following:

- a. Insurance against accidents which may occur to the Insured or his family and the driver at the time of accident and persons working for the Insured including the medical expenses due to bodily injury to any one of them.
- b. Insurance against damage of property owned by the Insured or the driver at the time of the accident or whatever is under their custody and control.

15. Any dispute arising out of this Policy falls within the jurisdiction of United Arab Emirates Courts.

16. You must not act in a fraudulent manner. If you or anyone acting for you:

- Makes a claim under the Policy knowing the same to be false or fraudulently exaggerated in any respect
- Makes a statement in support of a claim knowing the statement to be false in any respect
- Submits a document in support of a claim knowing the document to be forged or false in any respect
- Makes a claim in respect of any Bodily Injury, Illness, loss or damage caused by your willful act or with your connivance

Then

- We shall not pay the claim
- We shall not pay any other claim which has been or will be made under the Policy
- We shall be entitled to recover from you the amount of any claim already paid under the Policy
- We shall not make any return of premium
- We may inform the Police of the circumstances.

17. The insurer shall not be liable for any losses if the insured vehicle is not securely locked and the ignition key removed whilst the insured (Driver) is not in the vehicle.

9 claim

What to do in case of an accident?

As per the regulations, in case of an accident you must obtain a police report. The police report is required by AXA to process your claim but even more importantly is required by the workshop to carry out the repairs on your vehicle.

In case various parties are involved in the accident, the police, based on the accident scene will define the responsibility of each party in the accident. These responsibilities are mentioned on the police report along with a brief description and sketch of the damages occurred to the vehicle(s).

Accordingly in case of an accident you should immediately contact the traffic police department and wait for the police to attend the scene of the accident. However, please ensure that you are not blocking the traffic to avoid any penalty imposed by the traffic police department.

In the unfortunate case of any bodily injury incurred to you or any of your passengers, even a minor one, or in case of damage to personal items you should make sure that details are mentioned in the police report in order to get full entitlement of all the benefits described in this booklet.

The workshop which will repair your vehicle will only repair the damages mentioned on the police report. Accordingly we advise you to ensure that these damages are properly mentioned on the vehicle sketch.

In case you wish to repair several da-

mages at the same time, which were caused by several accidents or incidents, you will need to provide separate police reports for each accident/incident that generated the damages on your vehicle. Based on these police reports, AXA will apply the adequate number of deductibles. Please bear in mind that the deductible mentioned on your policy schedule is applicable for each separate accident/incident generating a damage for which there is no identified responsible Third Party by the police department.

The only instance where you do not require providing AXA with a police report is in case of windscreen damage.

How to report a claim?

Please contact immediately or as soon as practically possible AXA on its claim number: **800 29 24**.

Our dedicated staff will guide you through the procedure of declaring a claim.

Based on your policy terms and conditions, we will direct you to the adequate repairer, taking into consideration your vehicle specificity as well as your geographical location or constraints.

Please make sure that when you visit the repairer you have prepared the following documents to be left along with the repairer's service advisor:

- 1- Original Police Report;
- 2- Copy of the registration card of the vehicle;

3- Copy of the driving license of the driver at the time of the accident.

The repairer will collect these 3 documents and forward them to AXA. Please be informed that no claim can be entertained in case these 3 documents are not provided by you to the repairer.

What will happen then?

The repairer will provide its estimate for repairing your vehicle. AXA reserves the right to request alternative estimates from other repairers of similar quality within its panel of repairers. In the unlikely event that AXA is not technically satisfied with the proposal or services of the initial repairer, AXA would contact you in order to relocate the vehicle to another workshop within its panel, of minimum similar category.

All non dealer agency workshops in our panel have signed quality contracts with AXA and have committed to Service Level Agreements, including a 12 month warranty on any repair performed on your vehicle for which AXA is liable to cover the costs.

Upon submission of the repairer estimate, our Motor Engineers will confirm AXA's liability and a Letter of Purchase Order will be issued to the repairer to start the repairs.

You will be immediately notified via SMS of the issuance of the LPO.

In case of an accident for which an identified Third Party is responsible,

AXA is legally required to allow 2 working days for the Third Party Insurer to inspect your vehicle, from the issuance date of the repairer's estimate.

AXA is committed to inform the Third Party Insurer within 2 working hours upon receipt of the repairer's estimate. AXA will take all necessary actions to release the LPO within 8 working hours from the issuance of the initial repairer estimate or within a maximum of 2 working days from the notification issued to the Third Party Insurer.

AXA is not responsible for any delay that might have occurred in the process of the repairer issuing its repair estimate. However, AXA will take all necessary actions to ensure that such estimate is produced by the repairer as soon as practically possible.

The repairer will start working on your vehicle only upon receipt of the official AXA LPO.

The duration of the repairs will depend on the extent of the damages and the availability of required spare parts. AXA is not responsible for any delay that might occur in the process of repairing your vehicle from issuance of the LPO. However, AXA will ensure regular follow up with the repairers in order to avoid any such delays or inform you in the unlikely event of such delays might happen.

What happens in case of a Total Loss?

In case the repair costs of your vehicle exceeds 50% of the depreciated value of your vehicle (as per depreciation schedule described in this booklet), your vehicle will be declared a Total Loss.

You will be responsible for transferring the ownership of the vehicle to AXA and to provide AXA with the official ownership transfer letter issued by the traffic department. Upon receipt of this letter AXA will reimburse you the depreciated value of your vehicle minus applicable deductible(s).

In the event the vehicle was financed through a bank or financial institution, AXA will issue a cheque in the name of such bank or financial institution to cover the remaining balance of the loan. In case the indemnity computed by AXA exceeds the remaining balance of the loan, AXA will issue a cheque in the vehicle's owner name for the difference between the remaining balance of the loan and the computed indemnity.

AXA takes all necessary measures to issue its settlement within 5 working days upon receipt of the official transfer letter issued by the traffic department.

In case of a Total Loss, you will have to follow 6 steps:

Step 1: Get the police report

You should ensure that all details are correct on the police report.

Step 2: Call our 24hr recovery helpline:

800 29224

Step 3: Call AXA at 800 2924 to open your claim

Once the claim is opened, you will receive an SMS with a claim reference number and the contact details of a garage. You should provide us with

- the original police report on which you have written the claim number,
- the copy of the driving license of the person who was driving the car at the time of the accident (as mentioned on the police report)
- a copy of the registration card of the vehicle.

You can either leave this documents at the repair shop or drop them off at our branch office.

Step 4: Sign agreement of total loss

When we assess the damage of your car to be beyond economical repair, we issue a "Total loss offer" letter for you to sign.

Step 5: Transfer ownership of the vehicle

Before the payment we need to transfer the ownership of the vehicle from you to AXA. For this you need to go to the Traffic Department and provide them with:

- a release letter from the financiers in case you have any finance outstanding,
- both number plates of the car,
- the registration card of the vehicle,
- a copy of your passport,

- a copy of the trade license of both AXA (which we will provide to you) and yourself in case your car is under the name of your company
- a copy of your driving license.

Then you will have to fill in a form at the traffic department mentioning “AXA INSURANCE (GULF) BSC” as transferee. The Traffic Department will issue a “No plate” certificate.

Step 6: Collect your cheque

Upon the receipt of the “Total loss offer” letter from you, the “No plate” certificate, the spare key, the manual and the service book, we will issue your cheque. You will be notified when you can come and pick up your cheque at the branch office.

What happens in case of a court judgment?

In some occasions the police might decide to refer the accident case to the court. This mainly happens in case of a death or bodily injury or in case one of the drivers has infringed the UAE legislations.

In such case, the matter will be referred to the court. Unless you have subrogated your rights to AXA to defend you in front of the court, you will be sole accredited party to attend the court.

AXA will take all the required actions to have your vehicle repaired within the shortest period of time; however, AXA will not be able to have your vehicle released from the repairer unless the

final court judgment is issued.

In case the accident is referred to the court, your need to contact AXA immediately. We also advise you to officially assign AXA as your legal representative in order for AXA to manage your case through its lawyers.

What happens in case you want to give a comment on the way we have managed your claim?

We have designed a specific quality control procedure to assess our services at the time of the management of your claim.

In case you wish to raise a comment after we have managed a claim, please visit our website (www.axa-gulf.com). You can register your comment within the section “Contact us”, it will be immediately escalated to the relevant manager in order to assess our quality of service.

We are committed to acknowledge receipt of your comments within 1 working day, to revert back to you with a fair assessment of the situation within 2 working days and to propose a solution if technically required and justified within 3 weeks from your posting on our website.

10 customer comments

AXA prides itself on excellence and our aim is to provide excellent service to customers, but we do realize that things can go wide of the mark. All complaints received by AXA are taken seriously and our endeavor is to resolve issues addressed by our customers promptly.

Any unresolved issues can be posted on the AXA Gulf website (www.axa-gulf.com) or you could either phone or come down to the branch and meet with any one of our employees. All complaints will be recorded and analyzed by our complaint leaders who will come back to you with an appropriate response.

How to Complain?

- Visit the AXA Gulf website www.axa-gulf.com
- Click on the Contact Us menu and then select Complaints
- Fill the Complaint Form (please note all fields in red are mandatory)
- Submit the complaint

What happens when you complain?

- Complaints will be acknowledged

within a day.

- We need two days to come back with a fair assessment of the situation.
- Depending on the seriousness of the complaint, it will take a maximum of three weeks to resolve the issue.

Please do not hesitate to contact our branch manager if you are not satisfied with the feedback you've been given by our complaint leaders.

11 frequently asked questions

Why can't the insurance and registration be in two different names?

The Policy Holder should normally be both the main driver of the vehicle and the registered owner. The Policy Holder must have a financial interest in the vehicle. The traffic department will only register a vehicle in the name stated on the insurance certificate.

How do you calculate my insurance premium?

A number of factors are used to calculate your insurance premium. Amongst these factors are the age of the driver, length of driving experience, claims history, location, vehicle value and type.

Why can't the insurance be transferred when the vehicle is sold?

As the insurance premium is affected by the profile of the driver, it is not possible to simply transfer insurance cover from one driver to another. The existing policy must be cancelled. The new owner will then be given a new insurance policy that is required for registration purposes.

Which garages will you use to repair my car?

If you have selected Agency Repairs then your vehicle will be repaired at the vehicle's authorised dealership. Otherwise AXA will select one of its own authorised repairers.

We only use garages that adhere to our

strict quality controls. Garages must have experienced, qualified personnel and access to sophisticated repair equipment. For this reason we are able to offer a 12-month guarantee on parts and labour for repairs carried out at non-agency garages.

How does AXA's motor insurance differ from other insurance companies in the market?

AXA provides one of the highest levels of motor protection in the Middle East, combined with the security and service standards of a large international operation, 24-hour accident recovery, guaranteed repairs and extended opening hours. If you are being offered insurance cover from another source at a lower premium it's probably without some or many of these benefits.

Can I choose which garage I want to take my vehicle to?

If you have opted for Agency Repairs then your vehicle will be repaired at the main authorised dealership. Otherwise AXA will select one of its authorised repairers. The garage we choose will depend on the vehicle type, nature of damage and availability.

Why has my excess increased?

The standard excess is increased for high value vehicles, high performance vehicles, young drivers and for drivers with a poor claims history.

Why do I need 13-month of Insurance?

The Traffic Department insists on a 13-month insurance certificate each time you register a vehicle. They provide you with the registration for 12-month and give you a one month grace period to reregister the following year. The 13-month insurance requirement is intended to reduce the number of uninsured vehicles on the roads. The prompt renewal of the insurance will save you having to pay for another 13-month policy. The 13-month period is valid, in the Traffic Department's opinion, from the time of registration and not from when you take the insurance. Therefore, it is strongly recommended that you renew your insurance when your registration is due, and not when the insurance policy expires.

If my car is damaged due to a hit and run incident or whilst parked, will it affect my no claim bonus?

If we are unable to recover the claim cost from a Third Party then unfortunately this will be treated like any accident and will affect your no claims bonus entitlement. On the other hand, no excess

is payable on recoverable claims.

Does my policy cover off road damage?

Your AXA policy automatically covers private cars when being driven off road provided your car has 4-wheel drive capability and you are not using the vehicle in a race or competitive event.

motor insurance

policy handbook / motor perfect



what you need to know

june 2009

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