

car insurance

# Policy Handbook Motor Third Party



**what you need to know**

رؤية جديدة / للتأمين  
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## **Welcome to the AXA Motor Third Party Insurance Motor Wording.**

This booklet includes Third Party wordings. The wording is broken down into four distinct chapters.

### **Chapter One**

Is the Unified Third Party Policy Wording issued by the Insurance Authority. This is the minimum level of cover that can be offered for the Third Party portion of your motor insurance policy. This Wording is mandated by the Insurance Authority and cannot be reduced or contested.

### **Chapter Two**

Contains the AXA enhancements to your Policy Wording, divided into Automatic Extensions, Optional Covers and General Exclusions. The extensions and optional covers build upon the compulsory mandated portions from the Insurance Authority and ensure that you have the widest coverage for your Motor Vehicle.

### **Chapter Three**

Contains AXA's claims, complaints procedures and frequently asked questions.

## **Chapter One: Unified Third Party Wording**

### **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 AXA Insurance (Gulf) (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/ Victim/claimant 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/ Victim/ claimant Party caused by the Insured Motor Vehicle to the Third Party/Victim/claimant 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.

## DEFINITIONS

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The following terms and phrases shall have the meanings indicated beside each of them unless the context provided otherwise:

### **Policy:**

The Unified Motor Vehicle Insurance Policy Against Third Party Liability whereby the Company undertakes to compensate the victim/claimant 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.

### **Company (Insurer) / We / Us / Our / Ours:**

Mean the insurance company named on the Schedule and certificate of motor insurance; AXA Insurance (Gulf) B.S.C (c)/AXA.

The insurance company that is licenced to operate inside the Emirate according to the laws and regulations issued in the Emirate and accepts to insure the Motor Vehicle and has issued the Policy.

### **Insured:**

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

### **Motor Vehicle Driver:**

The Insured or any person who drives the Motor Vehicle by the permission or order of the Insured, provided that they are licenced to drive according to the Motor Vehicle category pursuant to the Traffic Laws and other laws and regulations, and that the granted licence 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 licence has expired if they manage to renew it within 30 days from the date of accident.

### **Third Party:**

1. Any 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 victim/claimant during and because of work. This including but not limited to
2. The family members of the Insured and the Motor Vehicle Driver (spouse, parents and children) who caused the accident.
3. The driver of a Motor Vehicle allocated for rent, public transportation or a vehicle used to teach driving.

### **Insurance Application:**

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

### **Premium:**

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

### **Accident:**

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

### **Bodily Injury:**

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

### **Property Damage:**

Damage to a Third Party's property.

### **Motor Vehicle:**

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

### **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.

### **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).

### **Natural Disaster:**

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

### **Rider:**

Any additional cover between the parties in supplement to the basic coverage under this Policy.

### **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.

### **Third Party Liability:**

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

### **Road:**

Every road open and available to public without the 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 licence from a concerned authority or otherwise, for or without consideration according to the definition mentioned in the applicable Traffic Laws.

### **Depreciation Percentage:**

The percentage payable by the victim / claimant party on the occurrence of an accident, when they insist on new parts replacement instead of the used parts in case of partial loss according to the schedules of depreciation.

### **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.

### **Family Member:**

Any member of Your household who resides with You.

### **Licensed Driver:**

The insured or any person driving with his permission provided that the person driving holds a valid driver's licence for the vehicle in accordance with the Traffic Laws and Regulations and has not had his driver's licence 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.

### **Territorial Limits:**

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

## **A. GENERAL CONDITIONS**

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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 Emirate.
3. The Company may not assert to the Victim/claimant 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/Victim/claimant 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 Emirati 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 Emirati 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 licence, 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 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 / Victim/claimant 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 AED 2,000,000 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 / Victim/claimant 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 Victim/claimant 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 Victim/claimant Party.
12. If it is agreed with the Victim/claimant 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 Victim/claimant Third Party is able to have the Motor Vehicle checked by any approved Motor Vehicle examination agency in the Emirate 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 recognised 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 Victim/claimant 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 Victim/claimant 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 pay 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 Victim/claimant Third Party on that basis, the salvage will be deemed property of the Company. The Victim/claimant 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.
- a. In case of any conflict between the Company and the Victim/claimant 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.
19. 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 Emirati Dirhams) at a minimum.
20. 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.
21. 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.
22. 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.

## B. 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 Victim/claimant 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 victim/claimant 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 Emirati Dirhams) per victim/claimant 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 Emirati 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 (Six Thousand Seven Hundred and Seventy Emirati Dirhams) to the provider of ambulance services and medical transportation to hospitals. The amount is per victim/claimant 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 Victim/claimant 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 Victim/claimant 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 as per the charges for a similar Motor Vehicle of the

same make, not exceeding AED 300 (Three Hundred Emirati 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 Victim/claimant 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 Victim/claimant 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 licenced driver while they are driving the Insured Motor Vehicle.

### C. OBLIGATIONS OF THE INSURED

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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.

### D. EXCLUSIONS

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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 Emirate.
2. The accidents that have occurred, caused, resulted or are related directly or indirectly to natural disasters such as floods, tornados, hurricanes, volcanoes or earthquakes.
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 ionising 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 victim/claimant during and because of work, unless they have obtained additional coverage under a rider or another policy.

### E. RECOURSES /RECOVERY FROM THE INSURED

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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 licence for the type of Motor Vehicle according to the Traffic Laws and Regulations and the provisions of this Policy, or that the licence 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 licence 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 Victim/claimant Third Party is a result of theft or robbery of the Insured Motor Vehicle, recourse will be against the thief only.

#### F. POLICY TERMINATION / CANCELLATION

1. Neither the Company nor the Insured may terminate this Policy during its term as long as the Motor Vehicle licence is valid.
2. However, the Policy may be terminated before its expiration on the grounds of:
  - a. Cancellation of the Motor Vehicle licence;
  - 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.

#### G. 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 Victim/claimant Party and related parties become aware of the damage and the person liable for it.
3. The courts of the Emirate shall be competent to determine any dispute arising in connection with this Policy.

**Table No. (1)**

##### Spare Parts Depreciation

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

**Table No. (2)**

##### Spare Parts Depreciation - Taxis, Public Transport 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%

**Table No. (3)**

Short Period Cancellation

Year	Percentage
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 eighth month	30%
A period exceeding six months to the end of the eighth month	35%
A period exceeding eight months	40%

**Table No. (4)**

Spare parts where depreciation do not apply

Glass
Brake master cylinders
Brake wheel cylinders
Brake calipers
Brake cables (conduit type)
Brake hoses
Brake hoses
Brake diaphragms
Steering boxes
Steering rakes
Steering ball joints and swivels
Seat belts

## Chapter Two: AXA Automatic Extensions, Optional Covers & General Exclusions

### AUTOMATIC EXTENSIONS

**A. Third party property damage limit is increased to AED 3,500,000.00**

**B. Accident/Breakdown recovery & roadside assistance**

- Towing of the Insured Vehicle

In the event of a breakdown or accident of the Insured Vehicle, AXA will arrange to tow or transport the Insured Vehicle to the nearest authorized proper workshop.

- Removal of the insured Vehicle

If while driving on paved roads or offroad, the covered Vehicle were to be unable to move by its own means due to overturning or falling down a slope, the Company will arrange its removal, up to an agreed limit.

The maximum amount payable is AED 1,100 in respect of removal of the Insured Vehicle necessitating the use of a crane. Any additional expense would need to be borne by the Insured.

- Tyre Replacement

If Your Vehicle has a flat tyre, We will help to change the tyre, using an approved AXA technician.

**THE SUPPLY OF PARTS &/OR TOOLS; SPARE TYRE, JACK AND OTHER TOOLS ARE NOT INCLUDED WITHIN THIS SPECIFIC COVER.**

- Battery Service

If the battery is 'dead', Your Vehicle will be jump started to get it moving, using an approved AXA technician.

- Lockout Service

If You are locked out of Your Vehicle, We will attempt to open the lock under the supervision of the appropriate authorities.

**C. RTA inspection & registration service**

If You need to register the Insured Vehicle, We will pick up the Vehicle from the location of your request and complete the Vehicle registration. The Insured 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.

**D. No claim discount**

If You do not claim during the current Period of Insurance, We will include a discount in Your renewal Premium. The discount amount will be in accordance with the No-Claims Discount scale applicable at the time of renewal.

If a claim has been made or arisen, Your No Claims Discount may be reduced at the next renewal in accordance with the step back scale applicable at the time of renewal.

Optional Covers – these covers will only apply if mentioned on your schedule.

**E. Oman cover extension**

It is agreed and acknowledged against payment of additional Premium, that the territorial limit for this Policy is extended to include The Sultanate of Oman.

**F. Personal accident benefit**

It is agreed and acknowledged against payment of additional Premium, as thus the Company has agreed and acknowledged to pay compensation in accordance with the table stated herein-under about death or any physical injuries sustained by Insured's and/or driver's family members (spouse, parents and children) and/or employees while ascending or descending from the Vehicle as a result of severe remarkable accidental incident that leads in an independent manner away from any other reason (except for medical or surgical treatment needed) to any of these injuries stated in the table here-in-under during the following three months from the date of accident.

**Scale of Compensation**

1	Death or permanent total disablement	AED 200,000
2	Total and incurable loss of all vision 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 incurable loss of one eye vision	AED 200,000
5	Total and incurable loss of one eye vision	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	The value of the compensation will be specified for the person on the basis of percent-age for the permanent partial disability approved by medical board multiplied by insurance amount(AED 200,000)
8	Temporary total disability preventing the injured person from engaging in his occupation	As may be agreed (on weekly basis up to 26 weeks)

**PROVIDED ALWAYS THAT:**

- a. COMPENSATION WHICH THE COMPANY IS COMMITTED TO PAY WILL BE RESTRICTED ACCORDING TO ONE ARTICLE ONLY OF THESE ARTICLES FOR ARTICLE ONE TO SIX HERE-IN- ABOVE MENTIONED OR AS PER ARTICLE SEVEN SEPARATELY OR BY ADDING TO IT EITHER ARTICLE FIVE OR SIX ACCORDING TO THE CONDITIONS OF ANY OF THOSE PERSONS Victim/claimant AS A RESULT

OF ANY SINGLE ACCIDENT PROVIDED THAT TOTAL LIABILITY OF THE COMPANY WILL NOT EXCEED FOR COMPENSATION AMOUNT AED 200,000 FOR THE PERSON Victim/claimant DURING ANY SINGLE PERIOD OF INSURANCE.

- b. AT THE INSURED'S REQUEST, THE COMPANY WILL PAY WEEKLY COMPENSATION FOR TEMPORARY TOTAL DISABILITY PREVENTING THE Victim/claimant PERSON FROM ENGAGING IN HIS OCCUPATION (AS PER ARTICLE (8) OF THE ABOVE TABLE) FOR A PERIOD NOT EXCEEDING 26 CONSECUTIVE WEEKS. THE WEEKLY COMPENSATION AMOUNT AND THE AGGREGATE AMOUNT SHALL BE IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE PERSON DEMANDING INSURANCE AND THE COMPANY.
- c. THE COMPANY IS NOT LIABLE TO PAY ANY COMPENSATION FOR DEATH OR PHYSICAL INJURY WHICH OCCURS EITHER DIRECTLY OR INDIRECTLY, TOTALLY OR PARTIALLY AS A RESULT OF THE FOLLOWING REASONS:
  - i. TO HARM ONESELF INTENTIONALLY OR BY COMMITTING SUICIDE OR BY ATTEMPTING SUICIDE OR PHYSICAL DEFECT OR MENTAL WEAKNESS.
  - ii. IN RESPECT OF A PERSON DEMANDING COMPENSATION HIMSELF BEING ADDICTED TO DRUGS OR LIQUOR.
- d. SUCH COMPENSATION SHALL BE PAYABLE ONLY WITH THE APPROVAL OF THE INSURED AND DIRECTLY TO THE Victim/claimant PERSON OR HIS/HER LEGAL REPRESENTATIVE WHOSE RECEIPT SHALL BE A FULL DISCHARGE IN RESPECT OF THE INJURY TO SUCH PERSON.
- e. NUMBER OF VEHICLE PASSENGERS AT THE TIME OF THE ACCIDENT SHOULD NOT EXCEED THE AUTHORISED SEATING CAPACITY OF THE VEHICLE.

## **GENERAL EXCEPTIONS**

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- 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.
- d. THIS INSURANCE DOES NOT COVER ANY LIABILITY DUE TO AN AGREEMENT MADE BY THE INSURED WHERE NO LIABILITY WOULD ARISE BUT FOR THAT AGREEMENT.

POLICY EXCLUDES LIABILITY ARISING OUT OF USAGE OF VEHICLE AGAINST RACING, RALLIES AND/OR SPEED TRIALS.

## **WAR AND TERRORISM EXCLUSION**

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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.

## Chapter Three: AXA Claims, Complaints Procedure & Frequently Asked Questions

### A. CLAIMS PROCEDURE

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#### 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 damages 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 excess. Please bear in mind that the excess 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.

#### How to report a claim?

No need to come to Our offices anymore, or even call Our call centre to repair Your Vehicle resulting from an accident, because through Our network of service partners you can register the claim and repair process will start immediately.

Just follow these simple steps:

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

2. Go with Your driving licence, registration card of Your Car and the police report to one of Our approved workshops you'll find information about Our network of workshops through Our website ([www.axa.ae](http://www.axa.ae))
3. You will find the AXA desk inside the workshop where one of Our staff will take Your documentation and register the claim.
4. The repair process of Your Car will start immediately since one of our surveyors will be permanently available at the workshop to take care of Your Car during all the repair process.
5. If You have Hire Car coverage, We will arrange to provide You the replacement car in the workshop itself so that You will be able to drop the Car there and leave with the hire car.

Of course if You prefer to contact AXA through Our call centre to report Your claim, We will be happy to assist You 24 hours a day on Our toll free number 800AXA

For Your convenience, You can also file Your claim through Our website ([www.axa.ae](http://www.axa.ae)) where you will need to logon in Our system with information on Your Policy, complete the information requested on the circumstances of Your claim and attach the police report.

The system will provide Your claim number at the end of the process and Our claims department professionals will be put to work immediately to give the required service.

During the process of managing Your claim, You will have complete information about it again by accessing Our website ([www.axa.ae](http://www.axa.ae)) or by calling Our call centre by phone 800 AXA (select query claims) during business hours Sunday to Thursday from 8:00 a.m. to 10:00 p.m. and Saturdays from 8 a.m to 5 p.m.

Additionally, We will provide You with regular updates via SMS and Email on Your claims status.

#### **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 Excess.

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

#### **What happens in case of a court judgment?**

On 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 cases, the matter will be referred to the court. You will be the 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, You need to contact AXA immediately. AXA will reserve the right to appoint a 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.ae](http://www.axa.ae)

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 one working day, to revert back to You with a fair assessment of the situation within two working days and to propose a solution if technically required and justified within three weeks from Your posting on Our website.

## B. COMPLAINTS PROCEDURE

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We are committed to provide you the highest level of customer service. We do realise that things can sometimes go wrong, and when this happens, we would like to hear about it. Telephone calls may be recorded for training and monitoring purposes. We would like to assure you that all matters are dealt with seriously and in a confidential manner.

Your complaint can be made in any of the following ways:

1. Visit our Website [www.axa-gulf.com](http://www.axa-gulf.com) - select Country 'UAE' and select 'Complaints' under 'AXA & You' (at the bottom of the webpage) and register your complaint. An auto email will be received by You providing the reference number which should be quoted in all future communications.

Alternatively, should you not have an email address or access to the internet:

2. Send a letter to the management at AXA Insurance (Gulf) BSC (c), PO Box 5862, Dubai, United Arab Emirates; or
3. Transmit a fax to +971 44392188; or
4. Telephone Us on +971 44476111 and request our Customer Service Staff to register Your complaint; or
5. Walk into Our office and request Our Customer Service Staff to register Your complaint.

### **For Abu Dhabi Healthcare Policies only:**

HAAD  
PO Box 5674, Abu Dhabi, United Arab Emirates  
Telephone: +971 2449 3333 or Local Toll Free Number: 800 555  
Fax: +971 2444 9822  
Email: [contact@abudhabi.ae](mailto:contact@abudhabi.ae)

### **For Dubai Healthcare Policies only:**

Website for registering Complaints: <http://www.isahd.ae/Home/Ipromes>

### **For all other complaints:**

Insurance Authority  
PO Box 113332, Abu Dhabi, United Arab Emirates  
Telephone: +971 2499 0111  
Fax: +971 2557 2111  
Email: [contactus@ia.gov.ae](mailto:contactus@ia.gov.ae) Website for registering Complaints:  
<https://eservices.ia.gov.ae/Wirestorm/Pages/Render.aspx?page=Complaints&layout=NewAnonymousComplaint>

## C. FREQUENTLY ASKED QUESTIONS

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### **1. 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 certificate of motor insurance.

### **2. 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, value of the Vehicle and type.

### **3. 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.

### **4. 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 6-month guarantee on mechanical repair and 12-month guarantee on body repairs and paint jobs.

### **5. 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, please make sure You do a cover to cover comparison and not just a Premium one.

### **6. 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.



