

car insurance

Policy Handbook Motor Select



what you need to know



رؤية جديدة / للتأمين
redefining / insurance



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1. Welcome to AXA Insurance

Thank you for choosing AXA for your motor insurance.

Now that You have chosen Us for Your motor insurance, You can be sure that We will be there for You whenever You need Us. We pride ourselves on Our customer centricity and superior claims service.

The Contract of Insurance

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. The Policy booklet, the Schedule, the certificate of motor insurance and any endorsements that accompany it form the Contract of Insurance between You, the Policyholder, and Us, AXA Insurance (Gulf) B.S.C. (c).

We have relied on the information that You have provided to Us. For this contract to be valid, all the information You have given Us must be true and complete. If there are any changes in circumstances which may affect Your Policy, You must tell the intermediary who arranged the Policy for You, or Us, as soon as possible.

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 UAE Insurance Authority:

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

Sections 3, 6, 8, 9 and 10 are optional covers and only apply if specified in Your Policy Schedule.

2. Your Policy Cover Summary

Section No.	Cover	Motor Select
1.	Loss of or damage to your car	Applicable
2.	Third Party Liability	Applicable
3.	Personal Accident Benefit	Optional*
4.	AXA Select Workshops (Non-Agency Repairs)	Applicable
5.	No-Claim Discount	Applicable
6.	Hire Car Benefit	Optional*
7.	Accident and Breakdown Recovery	Applicable
8.	Pick up & Delivery service	Optional*
9.	RTA inspection service**	Applicable*
10.	Oman Extension (TPL and own damage)	Optional*

*Cover is applicable only if specifically stated on your Policy Schedule.

**For insured vehicles over 3 years old

Please read all the exceptions and conditions that apply to each Section of Your Policy.

3. Definitions

Words with special meanings are defined here or in the part of the Policy where they are used. Any word or expression that appears in this Definitions section has the same meaning wherever it appears.

Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

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.

AXA Select Workshops (Non-Agency)

Upon occurrence of any covered loss, the repair of your vehicle (as shown in Your Schedule), shall be conducted in a workshop listed in the AXA Select Workshops only.

Bodily injury

Physical bodily harm, including sickness, disease or death that results from a covered loss.

Certificate of motor insurance

The current document that proves You have the motor insurance You need by law which is duly signed by Our authorized representative.

Damages

The sum that is paid or is payable to satisfy a claim settled by Us or resolved by judicial procedure or by a compromise We agree to in writing.

Endorsement/Memoranda

Changes in the terms and conditions 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 bear towards each and every non-recoverable claim.

Family member

Any member of Your household who resides with You.

Incident

A loss or an accident, which occurs during the Period of Insurance and results in bodily injury or property damage.

Insured Value

The car value stated as such in the Policy Schedule. In the event of a total loss claim, the insured value will be depreciated by the amount shown in the depreciation scale mentioned in page 6.

Licensed driver

The insured or any person driving with his permission provided that the

person driving holds a valid driver's license for the vehicle in accordance with the traffic laws and regulations and has not had his driver's license withdrawn by order of a court of law or traffic regulations.

Medical expenses

Reasonable and necessary charges for first aid, dental, prosthetic devices, ambulance, hospital, rehabilitation, medical, surgical, x-ray and professional nursing services.

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/Policy Schedule

The document which gives details of You, Us, the vehicle, the Cover You have and any other specific condition(s).

Territorial limits

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

The Company/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

Your Car/Vehicle/Insured Vehicle

Any vehicle described in the Schedule.

The Insured/ You/Your/Yours

Refer to the person(s) named as the Policyholder specified in:

- a. Your certificate of motor insurance; and
- b. Your Schedule

4. Covers

SECTION 1 - LOSS OF OR DAMAGE TO YOUR CAR

1. The Company undertakes to indemnify the insured for Loss of or Damage to the Insured Vehicle, it's accessories and spare parts whilst thereon:
 - a. If the loss or damage resulted from a collision, overturning or accident or due to an unexpected mechanical failure, or due to the wear and tear of the vehicle parts.
 - 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 (including the process of loading and unloading incidental to such transit) by road, rail, inland waterway, lift or crane elevator, relating to the said transportation.

2. The Company will compensate the insured for the loss or damage in cash, or it will repair the vehicle and reinstate it, or replace it, or any part, accessories or spare parts thereof, however the liability of the company shall not exceed the value of the replacement of the lost or damaged parts and the reasonable value for the installation of such parts, unless the Insured requests the Company to pay him this value in cash, in such case, the Company shall act

according to the request of the insured.

Where the insured requests the replacement of the damaged parts with new parts, or requests a cash payment (except taxis, and rent-a-car vehicles), the insured shall bear the rates of depreciation as shown in Schedule No. (1) where as for taxis, and rent-a-car vehicles, the insured shall bear the rates of depreciation as shown in Schedule No.(2).

Depreciation Rates 'for other than for Taxis and Rent -A- Car Vehicles'

Schedule No. (1)

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

Depreciation Rates 'for Taxis and Rent-A-Car Vehicles'

Schedule No. (2)

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 authorized 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.
4. If the Insured Vehicle sustains loss or damage which renders it a total loss, where the cost of repair exceeds 50% of its value before the accident, the agreed value between the Insured and the Company as specified in the policy schedule, shall form the basis of indemnity for loss or damage covered under the policy subject to deduction of depreciation not exceeding 20% of the agreed value stated in the policy schedule for the first year the vehicle is used on the road; taking into consideration the proportionate part of the year whilst calculating depreciation.
 - 15% as of the beginning of the seventh month to the end of the ninth month.
 - 20% as of the beginning of the tenth month to the end of the twelfth month.
5. If the 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 a garage within the country where the loss or damage was sustained

EXCEPTIONS TO SECTION 1

THE COMPANY SHALL NOT BE LIABLE TO PAY ANY COMPENSATION IN RESPECT OF:

- a. 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.
 - b. 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 VEHICLE.
- As of the second year of the vehicle's use, depreciation not exceeding 20% per annum shall be deducted from the agreed value of the vehicle stated in the policy schedule as follows:
- 5% as of the beginning of the first month to the end of the third month.
 - 10% as of the beginning of the fourth month to the end of the sixth month.

- c. DAMAGE TO TYRES, UNLESS IT OCCURS AT THE SAME TIME AS THE DAMAGE TO THE INSURED VEHICLE.
- d. LOSS OR DAMAGE CAUSED TO THE INSURED VEHICLE AS THE RESULT OF THE FOLLOWING:
 - i. USE FOR PURPOSES OTHER THAN THOSE IN ACCORDANCE WITH THE LIMITATIONS OF USE.
 - ii. IF THE DRIVER DISOBEYS THE LAW INVOLVING A CRIMINAL ACT OR FELONY AS PER THE DEFINITION PROVIDED FOR IN ARTICLES (28) AND (29) OF PENAL CODE AS ISSUED IN FEDERAL LAW NO. (3) FOR 1987. B-
- e. DAMAGE RESULTING TO THE VEHICLE FROM ACCIDENTS WHICH OCCUR WHILE IT IS BEING DRIVEN BY AN UNLICENSED DRIVER AS IN ACCORDANCE WITH THE TRAFFIC AND ROADS ACTS, OR HIS DRIVING LICENCE HAS BEEN SUSPENDED BY COURT OR COMPETENT AUTHORITIES OR AS PER TRAFFIC LAWS.
- f. LOSS OR DAMAGE TO THE INSURED VEHICLE OR ANY PART THEREOF ARISING OUT OF ANY ACCIDENT OCCURRING DUE TO ITS BEING DRIVEN WHILST THE DRIVER IS UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR MEDICATED DRUGS WHICH AFFECTED HIS CONTROL OVER THE VEHICLE, IF IT HAS BEEN PROVED TO THE COMPETENT AUTHORITIES OR BY ADMISSION OF THE DRIVER.
- g. LOSS OR DAMAGE TO THE INSURED VEHICLE, AS A RESULT OF THE VEHICLE BEING DRIVEN BY THE INSURED OR ANY OTHER PERSON OUTSIDE THE ROAD AS PER THE DEFINITION OF ROAD AS EVERY PASSAGE OPEN TO PUBLIC TRAFFIC, UNLESS OTHERWISE AGREED IN THIS INSURANCE POLICY.

SECTION 2 - LIABILITY TO THIRD PARTIES

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 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 up to 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 as and when the court order becomes mandatorily implementable.
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 ACCIDENT BENEFIT

Against payment of additional Premium, the Company has agreed and acknowledged to pay compensation in accordance with the table stated here-in-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 INJURED 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 INJURED DURING ANY SINGLE PERIOD OF INSURANCE.
- b. AT THE INSURED'S REQUEST, THE COMPANY WILL PAY WEEKLY COMPENSATION FOR TEMPORARY TOTAL DISABILITY PREVENTING THE INJURED 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. AS A CONSEQUENCE OF PERSON DEMANDING COMPENSATION HIMSELF FROM ADDICTION TO DRUGS OR LIQUOR.
- d. 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.
 - e. THE NUMBER OF VEHICLE PASSENGERS AT THE TIME OF THE ACCIDENT SHOULD NOT EXCEED THE AUTHORISED SEATING CAPACITY OF THE VEHICLE.

SECTION 4 - AXA SELECT WORKSHOPS (NON-AGENCY REPAIRS)

Section 1 of the Policy will be limited to the use of AXA network of garages (Non-agency) for accidental damage repairs of the insured vehicle. This policy does not cover repairs at any agency or dealer.

SECTION 5 - 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.

Your No-Claim Discount is not transferable to any other person.

SECTION 6 - HIRE CAR BENEFIT

Following an accident covered by Section 1 of Your Policy, We will provide a hire car for a maximum period of seven days. Where the Insured Vehicle is declared a total loss due to damage or theft, We will provide a hire car for up to seven days or until We make an offer to settle Your claim, whichever is earliest. This benefit is provided subject to Us accepting Your claim.

Use of any hire car mentioned under the covers set out above must commence within 48 hours of the Insured Vehicle becoming disabled, following an accident covered under Your Policy. The hire car can only be provided to the Insured and/or spouse.

In order to avail of a hire car, the Insured will need to provide an imprint of a credit card & a valid UAE driving license to the rent-a-car company.

The hire car must be collected by the Insured and returned either to the hire car company or the repairer where the Insured vehicle is being repaired.

Any other specific UAE restriction to vehicle rental shall apply.

EXCEPTIONS TO SECTION 6

- a. FUEL COSTS, PARKING COSTS OR ANY FINES.
- b. HIRE CAR CHARGES AFTER A PERIOD OF 7 DAYS.
- c. EXCESS APPLIED IN THE CASE OF AN ACCIDENT OCCURRED WHILE DRIVING A HIRED CAR.
- d. ANY KIND OF LEGAL LIABILITY ARISING OUT OF THE USE OF THE HIRE CAR.

SECTION 7 - ACCIDENT AND BREAKDOWN RECOVERY

Towing of the Insured Vehicle

In the event of an accident occurring to the Insured Vehicle only, AXA will arrange to tow or transport the Insured Vehicle to the nearest workshop selected by AXA

Removal of the insured Vehicle

If while driving on paved roads, 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 a maximum amount of AED 1,100. 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 and/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. Any resultant loss or damage would need to be borne by the Insured

SECTION 8 - PICK UP & DELIVERY SERVICE

If, as a result of loss or damage due to a covered claim, the Insured vehicle needs pick-up and/or delivery to and from location of request, We will provide this service as an extension of cover, against payment of an additional premium within the Geographical Area of UAE.

SECTION 9 - RTA INSPECTION SERVICE

If You need to register the insured vehicle, We will pick up the vehicle from the location of 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.

SECTION 10 - OMAN EXTENSION (TPL AND OWN DAMAGE)

The geographical area of this policy is hereby extended to include Sultanate of Oman.

EXCEPTIONS TO SECTION 10

- a. THE MAXIMUM DURATION OF ANY SINGLE TRIP SHALL NOT EXCEED 30 DAYS.
- b. THE MAXIMUM TOTAL NUMBER OF DAYS SHALL NOT EXCEED 90 DAYS IN ANY 12 MONTHS PERIOD.

5. 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 FLOOD, STORM, HURRICANE, VOLCANIC ERUPTION, EARTHQUAKE OR OTHER CONVULSION OF NATURE, INVASION, ACT OF FOREIGN ENEMIES, HOSTILITIES OR WARLIKE OPERATIONS, WHETHER WAR BE DECLARED OR NOT, CIVIL WAR, STRIKE, RIOT, CIVIL COMMOTION, MUTINY, REBELLION, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER, CONFISCATION OR NATIONALIZATION OR 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.
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.

6. 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 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 Vehicle from loss or damage and to maintain the Insured Vehicle in a roadworthy condition. The Company shall have at all times the right of free and full access to examine such Vehicle or any part thereof. In the event of any accident or breakdown such Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if such Vehicle is driven before the necessary repairs are effected, any extension of the damage or any further damage to such 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 Vehicle and shall not make any agreement to let out 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 Company with all relevant information, The Insured shall submit to the Company any claim or warning or notice of summon immediately upon their receipt.

The Insured should also notify the Company immediately when he has 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 co-operate 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 claims 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 costs 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 revoke the provision of Chapter 1 of the present Policy, provided there are serious reasons that call for such an action during the Policy's effective period, and that by virtue of a notice sent to the Insured by registered mail

to his last known address, thirty days prior to the date set for the revocation. The Company shall also report the grounds of the revocation to the Ministry. In this case, the Company shall refund the premium which the Insured would have paid, having deducted the part corresponding to the period when the Policy was still effective.

- 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 presentation of a new Policy due to change in details of the Vehicle or transfer of its ownership, the Company will refund to the Insured the paid premiums less the short period premium provided no claim has been made during the Policy's effective period .

The Company shall pay to the Insured, in all cases of cancellation, the balance premium due prior to the expiry of notice period.

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 ratable 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 in so far 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 from the Insured and / or the driver of the Vehicle 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 this insurance by the Company or otherwise affects the Premium or the Terms of this Policy.
- b. Using the Vehicle for purposes other than those stipulated in the Policy or exceeding the permitted number of passenger, 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 as per the definition provided for in Articles (28) and (29) of Penal Code as issued in Federal Law No. (3) for 1987.
- d. If the driver whether the Insured or a person driving with his permission, has no driving licence for the type of vehicle involved as in accordance with the Traffic and Roads Acts, or his driving licence has been suspended by court or competent authorities or as per traffic laws.
- e. If it is proved that the accident death or bodily injury has resulted from an intentional act by the Insured.

The right of recourse for the Company under this General Condition as well as the Terms and Conditions of this Policy, will not affect the right of Third Parties towards 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.

- g. If it is proved that the accident occurred, as a result of the Vehicle being driven by the Insured or any driver outside the road as per the definition of road as every passage open to public traffic, unless otherwise been agreed in the Insurance Policy.
12. Nothing in this Policy or in 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 due amount by virtue of the law.
 13. Any claim under this Policy shall be time barred after three years from the date of the incident, occurrence date, or of the beneficiaries knowledge of such event, and 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 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. In case of any difference between English and Arabic text, the Arabic text will prevail.

7. Claims

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 amounts. Please bear in mind that the excess mentioned on Your Policy Schedule is applicable for each separate accident/incident generating 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 center 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 license, 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)
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 center to report Your claim, We will be happy to assist You 24 hours a day on Our toll free number 8004845

For Your convenience, You can also file Your claim through Our website (www.axa-gulf.com) 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-gulf.com) or by calling Our call center by phone 800 4845 (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 less applicable Excess.

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

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.

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-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.

8. Complaints Management

AXA has established a process for dealing with customer complaints or feedback. If you have encountered a problem or have any concerns, we would like to hear from you.

How and where to Complain

We would prefer that the complaint be made in writing, as this helps to reduce the risk of misinterpretation or misunderstanding from our end.

To help us assist you, we ask that you:

- attach relevant supporting documents;
- ask the questions you would like us to answer; &
- tell us what you think would be a reasonable response to your complaint.

Support and assistance is available for the process of making complaints and/or interpreting the complaints procedure.

Our Complaints Management Policy and internal complaints management procedures include the provision of remedies that reflect what is fair and reasonable in the circumstances.

We would like to assure you that all matters are dealt with seriously and in a confidential manner.

You may contact us in any of the following ways.

- visit our website www.axa-gulf.com and select Complaints under Contact Us

- send a letter to the management at AXA Insurance (Gulf) BSC (c), P O Box 290, Dubai, UAE.
- transmit a fax to **+971 4 324 2375**
- telephone us on **+971 4 324 3434** and request our Customer Service staff to register your complaint
- walk in to our office and request our Customer Service staff to register your complaint

Our complaints resolution process is as follows:

Level One:

Your complaint should be resolved within **5 working days** from the date of registration. You should receive a written response with details of the resolution or reason(s) for rejection or an indication that further contact will be made (if more time is required).

If the complaint has not been resolved earlier, you should receive a final written response within **10 working days** from the date of registration with details of the resolution or reason(s) for rejection or why we are unable to make the final response (with an indication of when you may receive the final response from us).

Level Two:

If, despite our best efforts, you are dissatisfied with our response, you may write either to

complaintsofficer.uae@axa-gulf.com or

The Complaints Officer, AXA Insurance (Gulf) BSC (c), P O Box 290, Dubai, UAE, stating your AXA Complaint Number within **5 working days** from the date of our final response. AXA Insurance is not obliged to take the complaint further unless it is received and acknowledged.

You should receive a written response from us within **5 working days** from the date of your written complaint with details of the resolution or reason(s) for rejection. details of the resolution or reason(s) for rejection.

Level Three:

After the above process has concluded, if you are still dissatisfied, you have a right to refer your complaint to the Regulator.

You may do so by sending details of your complaint, stating the AXA Complaint Number either to fax number +971 2 627 1220 or to The Compliance Department, Insurance Authority, P O Box 113332, Abu Dhabi, UAE.

9. 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 certificate of motor insurance.

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.

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?

AXA will select one of the AXA Select Workshops. 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-months guarantee on mechanical repair and 12-months guarantee on body repairs and paint jobs.

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

AXA will select one of its authorised repairers. The garage We choose will depend on the Vehicle type, nature of damage and availability.

The Policy cover will be limited to the AXA network of garages (Non-agency) for accidental damage repairs of the insured vehicle. This policy does not cover repairs at any agency or dealer.

What is the short period scale?

The short period scale applied is as per the below table:

Period of Insurance	Short Period Premium	Short Period Refund
(of the annual/charged premium)		
1 day to 1 week	12.5 %	87.5 %
1 week to 1 month	25 %	75 %
1 month to 2 months	37.5 %	62.5 %
2 to 3 months	50 %	50 %
3 to 4 months	62.5 %	37.5 %
4 to 6 months	75 %	25 %
6 to 9 months	87.5 %	12.5 %
Over 9 months	100 %	No Refund

Your Agent AXA

With more than 102 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.

car insurance
health insurance
home insurance
travel insurance
yacht insurance
relocation insurance
golf insurance
motorcycle insurance
personal accident insurance

800 4845
www.axa-gulf.com