



Car insurance

# **Policy handbook Motor perfect**

# Table of contents

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1.	Welcome to AXA Insurance	1
2.	Your Policy Cover Summary	2
3.	Definitions	3
4.	Covers	5
	Section 1	Loss of or Damage to Your Car
	Section 2	Liability to Third Parties
	Section 3	Clothing and Personal Effects
	Section 4	Agency Repairs
	Section 5	Windscreen or Window Breakage
	Section 6	Replacement Hire Car
	Section 7	Accident and Breakdown Rescue
	Section 8	Personal Accident Benefit
	Section 9	GCC Cover
	Section 10	No Claim Discount Protection
	Section 11	Off Road Cover
	Section 12	Automatic Cover Extensions
5.	General Exceptions	15
6.	General Conditions	17
7.	What to do in the event of an accident?	21
8.	Complaint procedure	22
9.	Customer comments	23
10.	Frequently asked questions	24

# 1 Welcome to AXA Insurance

Dear Customer,

Thank you for choosing AXA insurance and welcome to the AXA family. Indeed, AXA already satisfies more than 200,000 customers in the Arabian Gulf.

The Motor Perfect policy you have chosen is a high quality insurance product that provides comprehensive benefits and it fulfils the requirements of the Laws of the Kingdom of Bahrain.

Please read this insurance policy carefully to ensure that you understand the terms and conditions and that the cover you require is being provided.

This policy is a contract between YOU and AXA Gulf describing all the information you need on your motor insurance.

The contract between YOU and US will include:

- Information provided by YOU
- This policy
- The Schedule and any endorsements shown in the schedule
- The Certificate of Insurance

All these documents will define your individual insurance coverage for the period of insurance agreed.

Having received and accepted your first premium, and any subsequent premiums required, we will provide the cover shown in the sections of the policy you have chosen, up to the market value, and/or sums insured or limits of indemnity specified in the policy.

In the event you decide to sell the vehicle and wish to cancel the policy midterm, we can do so provided you submit the proof of transfer of the vehicle and insurance certificate in the name of the new owner. If you have not had any claim until such time the policy is cancelled you will be allowed a refund after adjusting the appropriate premium for the period the cover was in force, at the company's short term rates.

If you have any questions after reading these documents or changes that may affect your insurance, we will be happy to clarify it at any time during the policy period so please feel free to contact us.

## Contact Information

### During regular working hours

Toll Free 800 2921  
(From abroad: +974 800 2921)  
Tel: (+974) 4496 7383  
Fax.: (+974) 4496 7377  
Website: [www.axa-gulf.com](http://www.axa-gulf.com)

### Claims Service Center

Tel: 800 29 24

### Accident and Breakdown rescue

800 29 22  
(From abroad: +974 800 2922)

### QFC Branch Address:

AXA Insurance (Gulf) B.S.C.(c)  
Ground Floor, QFC Tower 1  
P O Box 15319  
West Bay, Doha

# 2 Your Policy Cover Summary

Section. No.	Cover	Motor Perfect	Motor Executive
1.	Loss or damage to your car	Applicable	Applicable
2.	Liability to third parties	Applicable	Applicable
3.	Clothing and personal effects	Up to QAR 500	Up to QAR 1,000
4.	Agency repairs	Up to 1 year	Up to 3 years
5.	Windscreen or window breakage	Applicable	Applicable
6.	Replacement Hire Car	*Optional	Applicable
7.	Accident and Breakdown rescue	*Optional	Applicable
8.	Personal Accident Benefit	*Optional	Applicable
9.	GCC Cover	*Optional	Applicable
10.	No claim discount protection	*Optional	Applicable
11.	Off Road Cover	*Optional	Applicable
12.	Automatic Cover extensions	Applicable	Applicable

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

## 3 Definitions

Wherever the following words or phrases occur they will have the meaning described below:

### **The insured/you/ policyholder/your**

The person or persons described as the insured in the policy schedule.

### **The insurer/we/us/the company/our**

AXA Insurance (Gulf) B.S.C.(c) QFC Branch, Regulated by the Qatar Financial Regulatory Authority (QFC number 00024)/AXA QFC.

### **Your car**

Any vehicle including its original accessories and spare parts described in the schedule for which a certificate of motor insurance specifying the registration number and/or chassis of the vehicle has been delivered to you and remains effective.

### **Proposal form**

The application form that has been completed by you - this proposal form and the information contained therein forms part of this policy and is the basis of the contract of insurance.

### **Certificate of insurance**

A document issued as evidence of the insurance cover for your car to comply

with the law.

### **Policy schedule/ schedule**

Details of you, your car, premium and the insurance protection provided to you. The schedule is part of and must be read in conjunction with this policy.

### **Period of insurance**

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

### **Territorial limits**

State of Qatar and any other area stated in your policy schedule.

### **Jurisdiction**

This policy applies only to judgments delivered by or obtained from a court of competent jurisdiction in a member country of the Gulf Co-operation Council.

### **Memoranda**

Specific conditions or amendments applicable to your policy and shown in your policy schedule.

### **Law applicable to this contract/law(s)**

The applicable Laws of the State of Qatar.

### **Limitations as to use/ usage**

Use only for your business or profession and for social domestic and pleasure purposes (unless stated otherwise in the schedule).

### **Excess**

The amount specified in the policy schedule to be borne by the insured for each and every accident.

### **Agency Repairs**

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

### **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.

### **Young/novice drivers excess**

In addition to the standard

excess, the amount of any claim to be borne by the insured for each and every accident is QAR 350 if the vehicle is being driven by:

- a) Any person under the age of 21 years.
- b) Any person who is the holder of a full driving license which has been in force for less than one year.

All excesses (including voluntary excesses) are cumulative. You should pay careful attention to the policy schedule and any additional endorsements to establish the amount you will need to contribute in the event of a claim.

### **Estimated Insured Value/Sum Insured**

The value of your car declared by you for the purpose of this insurance and which forms the basis of premium calculation. The estimate of value is the maximum amount we will pay in respect of any loss or damage to your car.

### **Market value**

The actual value of your car on the date of loss or damage established in comparison with a vehicle of similar make, model, age and usage. At the time of loss or damage,

our liability under the policy will be limited to the market value.

### **Authorised driver**

Any of the following:

- a) The insured
- b) Any person driving with the insured's order or permission provided that the person driving holds a license to drive your car and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required by the law.

# 4 Covers

## SECTION 1 - LOSS OF OR DAMAGE TO YOUR CAR

### Company Obligations (Scope of Cover)

The Company shall under this insurance policy indemnify the insured against damage to the motor vehicle caused by the following:

1. Collision or overturning
2. Fire including fire arising from self-ignition or thunderbolts
3. Theft, attempted theft or burglary
4. Acts arising by a third party
5. Falling or flying objects aircraft or other aerial devices or articles dropped there from

The Company's obligation shall be by payment of the indemnification in cash or by repairing the damage to the vehicle. The liability of the Company shall not exceed value of parts damaged or lost and reasonable cost of fitting or fixing such parts, after deducting proportionate depreciation. Should the parts needed be unavailable at the local market, then indemnification shall be made in respect of such parts at the last fixed

price thereof, at the local market, after deduction of proportionate depreciation. The Company shall not be held responsible for the unavailability of those parts.

If the motor vehicle incurred damages rendering it a total loss then the Company shall either pay the insured value after deducting depreciation value -from date of insurance up to the date of the accident- or pay the vehicle's market value on the date of accident; whichever is less. The Company shall bear appropriate expenses incurred by the insured for the protection or removal of the damaged vehicle, up to a limit of QAR 350/- (Three hundred and fifty Qatari Riyals only).

### Exceptions to Section 1

The Company shall not be liable to pay any indemnity in respect of the following:

- a) Consequential loss to the Insured Vehicle subsequent to loss of or damage to the Insured Vehicle.
- b) Loss suffered by the Insured from decrease in the value of the vehicle due to usage.
- c) Loss due to depreciation.
- d) Loss resulting from any

automatic electrical or mechanical breakdown breakage or damage or failure occurring to the vehicle due to usage.

- e) Loss, theft or damage caused to tyres spare parts wheel cover or antenna unless such damage has arisen out of other indemnifiable damage.
- f) Loss or damage to the vehicle's load or to additional accessories of the vehicle such as telephone, television or other belongings; unless their insurance value is specifically stated in the insurance policy or endorsements and additional premium due thereon duly paid.

### Obligations of the Insured:

1. To pay the premium agreed upon to the Company.
2. Adhere to truth and utmost good faith at all times and while giving any information which may affect this policy or what may result thereof.
3. Enable the Company to examine the vehicle proposed to be insured in order to ensure its

safety and soundness; and to determine its value at the issuance of the policy.

4. The insured shall remain throughout the validity of this policy the sole and absolute owner of the Vehicle and in the event of disposal thereof by way of sale or hire; the insured must notify the Insurance Company within a Week of such disposal otherwise he shall forfeit his right to any indemnity.
5. The insured shall take all reasonable steps to safeguard the vehicle insured under this policy from any losses or damages and maintain it in a roadworthy condition. In the event of any accident or breakdown the vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage. If such motor vehicle is driven before the necessary repairs are effected, any extension of the damage or any further damages sustained to such motor vehicle shall be excluded from the scope

of indemnity granted by our policy.

6. In the event of any accident which may give rise to a claim under this policy, the insured or his/her representative shall notify the Company in writing, not later than (48) forty eight hours of the accident and shall be bound to bear any additional losses which may result from the breach of such obligation. The insured must not move the vehicle from the scene of accident before the arrival of the Police to issue a report of the accident, which shall immediately be submitted to the Company.
7. The insured shall not settle with any third party that have caused loss or damage to the Insured Vehicle without the written consent of the Company and shall make no admission of liability or responsibility. In the event of any accident or criminal act which may give rise to a claim under this policy, the insured shall give immediate notice to the police, co-operate

with the Company in securing the conviction of the offender(s) and do not carry out any repair to the vehicle prior to notifying the Company and obtaining its consent. The insured shall immediately notify the Company of any summons or upon receipt of any judicial papers relating to an accident which may give rise to a claim under this policy.

### General Exceptions applicable to Section 1

- a) This policy does not cover total loss, damage, or accidents to the insured vehicle arising from the following factors:
  - i) Flood, torrents, storm, sand storms, whirlwinds hurricanes, eruption of volcanoes earthquakes, fall of hailstones or any other convulsions of nature.
  - ii) Nuclear and atomic explosions and radiations.
  - iii) War invasion acts of foreign enemies military or semi-military operations

- (whether war is declared or not).
- iv) Civil commotions, riot acts and organized terrorism acts.
  - v) Confiscation or nationalization.
- b) This insurance Policy does not cover loss or damage to the motor vehicle or any parts thereof in the following circumstances:
- i) Impact of the vehicle's load with its structure, or impact of the vehicle's parts with each other.
  - ii) Accidents which happen whilst the vehicle is in possession of persons with whom it was left for repair service or maintenance.
  - iii) Damage arising from towing any vehicle or otherwise or from the impact of the towed body with the vehicle's body whether such towing is paid for or not.
  - iv) As a result of an accident committed by the insured while running away when being pursued by the authority(ies) or accident which the insured commits while transporting persons running away from the authority(ies) or carrying smuggled/prohibited goods or illegal objects.
- c) In case machineries and/or tipper trucks the Company shall not be liable for any damage, unless the damages occurring are due to running on roads as normal vehicles.
- General Conditions applicable to Section 1**
- a) The Company and the insured may cancel this policy at any time through a thirty days notice sent by registered mail telegram fax or e-mail to the last known address of the addressee. The Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of the cancellation. In the case of cancellation being raised by the insured, the Company will retain the customary short period rate (Pro-rata plus an administration charge) for the time the policy has been in force provided that no claim for indemnity has been raised during the validity of the policy.
  - b) In the event of existence of any other insurance(s) covering the same loss or damage the contribution rule shall be applied to appraise the Company's liability.
  - c) Qatar Courts shall be the competent authority to decide in any disputes which may arise out of this policy.
  - d) The insured's action against the Company shall lapse by prescription upon expiry of three years from the date of accident, or from the date the insured or his/her representative became aware of the accident.
  - e) It is not necessary to carry out repairs in the agency's garage for more than 1 year from the date of first registration. In the event of the vehicle being repaired outside the agency, the insured have the right to

- show the vehicle to any other party to insure the efficiency of such repair.
- f) Should the driver of the vehicle at the time of accident be below 21 years old, the insured shall bear the first QAR 350/- (Qatari Riyals three hundred and fifty only) of each and every accident.
  - g) The insured shall bear 15% (fifteen percent) of the damages arising out from scratches or other damages on the vehicle by an unknown party.
  - h) In the event of the Company and the insured agreeing upon considering the vehicle as a total loss and the value of indemnity being based on the insurance value, the depreciated value of the vehicle -from the date of issuance of the policy up to the date of the accident- shall be calculated in the following manner:
    - i) 2% (two percent) for each month, with a minimum limit of 5% and a maximum limit of 20% for all vehicles per annum.
    - j) Percentage of depreciation applicable to new parts replaced in accordance with the obligation of the contract herein, shall be calculated as follows:
      - i) A brand new vehicle insured immediately upon purchase from agency with the model of the same year or one year previous to the year of purchase: OR THE VEHICLE IS COVERED FOR AGENCY REPAIRS, Its parts shall be exempted from depreciation during the first insurance year.
      - ii) A vehicle of more than one year age and up to two years, according to its model or year of manufacture stated in its ownership book: Percentage of depreciation of its parts shall be at 20% (twenty percent).
      - iii) A vehicle of more than two years age and up to three years, according to its model or year of manufacture stated in its ownership book: Percentage of depreciation of its parts shall be at 30% (thirty percent).
      - iv) A vehicle of more than three years age and up to four years, according to its model or year of manufacture stated in its ownership book: Percentage of depreciation of its parts shall be at 40% (forty percent).
      - v) A vehicle of more than four years of age, according to its model or year of manufacture stated in its ownership book: Percentage of depreciation of its parts shall be at 50% (fifty percent).
- Forfeiture of the Insured's Right in Indemnification**
- The insured's right of indemnification shall be forfeited and the insurer may claim back the value of what has been paid as compensation in the following cases:
1. If it is proved that the insurance contract has been made on the basis of false statements by the insured, or if the insured has concealed relevant material

facts which affect the acceptance to cover the risk, or otherwise affect the premium or the terms of this policy.

2. Using the vehicle for other purposes than stipulated in its licensing book, exceeding the permitted number of passengers, overloading more than the permitted limit or using it for racing or for speed testing.
3. If it is proved that the accident has resulted from the insured or a person driving with his/her permission was under the influence of alcohol or drugs.
4. If the driver whether the insured or a person driving with his/her permission has no driving license for the type of vehicle involved.
5. If it is proved that the damages have resulted from an intentional act by the insured.

## SECTION 2 - LIABILITY TO THIRD PARTIES

We hereby certify that the vehicle described in the schedule is insured by AXA Insurance (Gulf) B.S.C. QFC Branch for Third Party risks

as per the applicable laws in the State of Qatar in connection with the unified compulsory insurance policies for motor vehicles in the State of Qatar.

### Limits of Liability

Unlimited and as per the judgment of the competent courts of the State of Qatar excluding:

- a) Bodily injury to the insured or the driver of the vehicle or the members (the spouse, the parents and the children) of their families or any person(s) in their employment.
- b) The damage to properties belonging to, held in trust by, or in the custody of or control of the insured or the driver of the vehicle or members (the spouse, the parents and the children) of their families or any person(s) in their employment.

### Rights of Recourse

The Company shall have the right of recourse against the insured for whatever amount has been paid by way of indemnification to a third party.

### Additional cover for Passengers

As may be mutually agreed in terms of the applicable laws.

### Compulsory Deductible

The insured shall bear the first QAR 350 (Qatari Riyals Three Hundred only) of every accident, should he or the vehicle's driver at the time of accident be less than 21 years old or be holding a full driving license which has been in force for less than one year.

### Limitation of use

For the purpose for which the vehicle is licensed for in it's licensing book.

### Important conditions

1. All claims arising out of this policy must be in writing and accompanied by the Police Report.
2. The insured shall notify the Company immediately after the occurrence of the accident and in any case within forty eight (48) hours. The additional losses arising out of the breach of this condition will be borne by the insured.
3. The insured shall not have any right to bind

himself by any act or promise or admit liability before obtaining a written approval from the Insurance Company.

## SECTION 3 - CLOTHING AND PERSONAL BELONGINGS

We will pay you (or if you prefer, the owner) for the value of loss or damage caused to personal belongings by fire, theft or accident while the belongings are in Your Insured Vehicle when it is mentioned in the police report. Theft cover is extended only when personal belongings are kept in locked boot or glove compartment.

We will deduct an amount for depreciation, Wear and tear when we settle a claim. Policy excess will not be applicable for settlement of the above claim.

The most we will pay for any one accident is

Motor Perfect	QAR 500
Motor Executive	QAR 1,000

### Exceptions to Section 4

We will not pay for loss or

damage to the following:

- a) Money, stamps, tickets, documents, securities, jewellery and articles of gold, silver and the like.
- b) Items carried in convertible vehicles or any vehicle incapable of being securely locked or unlocked or open to the elements.
- c) Tools, equipment, goods or samples carried in connection with any trade or business
- d) Items insured under any other insurance policy.

## SECTION 4 - AGENCY REPAIRS

Section 1 of the policy is extended to include accidental damage repairs of the Insured Vehicle at the manufacturers authorized dealers with the State of Qatar.

Unified Policy	Subject to a maximum of 1 year old vehicles
Motor Perfect	Subject to a maximum of 2 year old vehicles
Motor Executive	Subject to a maximum of 5 year old vehicles

## SECTION 5 - WINDSCREEN OR WINDOW BREAKAGE

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

- Motor Perfect policy – No Excess up to QAR 2,000. If the actual repair cost (after the application of depreciation if any) exceeded this amount, the policy will be subject to an Excess and the no claim discount will be affected.
- Motor Executive policy - No Excess

## SECTION 6 - REPLACEMENT HIRE CAR

After an accident covered by Section 1 of your policy, we will provide a hire car for a period of up to seven days or until your vehicle is repaired, whichever is earlier. If the Insured Vehicle is stolen, or

if the damage is extensive and we decide not to repair it considering the vehicle as a total loss, we will provide hire car for up to ten days or until we make an offer to settle your claim, whichever is earlier. We will only do this if we accept your claim.

Hire cars are standard saloon vehicles economic saloon vehicles which you can use in the State of Qatar only. Use of the hire car will commence after all documentation are submitted to us and the damaged car is taken for repairs.

This service is only available if the insured can provide an imprint of a credit card to the rent a car Company. A current driving license will be required and driving of the hired vehicle will be restricted to the policyholder and / or spouse. The hire car must be collected by you and returned to the Car rental Company or the garage where your own vehicle is repaired.

**Exceptions to section 8**

- a) Fuel costs, parking costs or any fines.
- b) Hire car charges after a period of upto 10 days free hire.
- c) Deductible applied in the case of an accident.

**SECTION 7 - ACCIDENT AND BREAKDOWN RESCUE**

This cover applies to the Insured Vehicle while it is being driven by you or anyone else.

**Accident Recovery**

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

**Towing Service**

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

**Battery Boost**

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

**Flat Tyre Change**

If the vehicle has a flat tyre, we will help to change the tyre. If the vehicle does not have a spare tyre it will be towed to the nearest garage.

**Petrol Delivery**

If the vehicle cannot be driven due to an empty

petrol tank, we will deliver up to a maximum of 5 gallons of fuel. The Insured has to bear the cost of the fuel.

**Locked out Service**

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

**Off road recovery**

If your vehicle breaks down off-road, we will arrange to have the vehicle towed to the dealer's garage or a garage of the Insured's choice. If your vehicle is 'stuck' Off-road it will be winched to the nearest roadway. This service is only provided during day light and only if the breakdown happened during the normal course of driving. Vehicles participating in any desert event or rally are excluded.

**SECTION 8 - PERSONAL ACCIDENT BENEFIT**

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

from or travelling in the Insured Vehicle and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:

Third Party	Optional
Unified	Optional
Perfect	Optional
Executive	Automatic

**Scale of Compensation**

1.	Death	QAR 200,000
2.	Total irrecoverable loss of sight in both eyes	QAR 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	QAR 200,000
4.	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye	QAR 200,000
5.	Total and irrecoverable loss of sight in one eye	QAR 100,000
6.	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	QAR 100,000
7.	Total disablement from engaging in or given any attention to such person's occupation, QAR 1,500 per Week for a period not exceeding 26 Weeks	QAR 39,000

**Provided always that:**

- a) Compensation shall be payable under only one of item 1 to 7 above in respect of such person arising out of any one occurrence and the total of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of QAR 150,000 during any one Period of insurance per person.
- b) No Weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- c) Such person is not less than 18 or more than 65 years of age at the time of such injury.
- d) No compensation shall be payable in respect of death or injury or directly wholly or in part arising or resulting from or traceable to (1)

intentional self-injury, suicide or attempted suicide, physical defect or infirmity (2) an accident happening whilst such person is under the influence of intoxicating liquid or drugs.

- e) Such compensation shall be payable only with the approval of the Insured and directly to the injured person or his legal representative whose receipt shall be a full discharge in respect of the injury to such person.
- f) Not more than the licensed number of persons is in the said Motor car at the time of the occurrence of such injury.

### SECTION 9 - GCC Cover

The territorial limit for Section 1 is extended to include United Arab Emirates, Bahrain, Saudi Arabia, Kuwait and Oman. You will not be covered under Section 2 (Third Party Liability), as this cover must be purchased separately at the respective borders.

### Exceptions to Section 11

- a) The maximum duration of any single trip shall not exceed 25 days.

### SECTION 10 - NO

### CLAIM DISCOUNT PROTECTION

We will allow our maximum no claims discount as long as you have not made more than two non-recoverable claims during the last one-year and provided that the amount paid under any such claims does not exceed QAR 15,000.

### SECTION 11 - OFF ROAD COVER

Perfect	Optional
Executive	Automatic

The cover is automatically extended to include loss or damage to the insured vehicle whilst being driven off-road provided that

- the car has four wheel drive capability
- you are not participating in a competitive event, rally or race of any kind
- the vehicle used only in accordance with user guide

### SECTION 12 - AUTOMATIC COVER EXTENSIONS

The following extensions automatically apply to your policy.

### Riot, Strikes and Civil Commotion

If you have a comprehensive policy, the cover under

Section 1 (Insurance against loss and damage) extends to indemnify the Insured in respect of loss of or damage to the Insured Vehicle caused by:

- Riot or Strike
- Civil Commotion which does not assume the proportions of or amount to a popular rising

### Storm, Tempest and Flood

The cover under Section 1 (Insurance against loss and damage) extends to indemnify the Insured in respect of loss of or damage to the Insured Vehicle caused by;

- Flood (provided the vehicle is not driven), storm, typhoon, tempest, cyclone, tornado, volcanic eruption, earthquake or other convulsions of nature.

### Third party liability for Drivers, Passengers and Family Members

Section 2 (1) (a) (Third Party Liability) is extended to cover

- Death of or bodily injury to driver, passengers (including family members) whilst in or getting in or getting out of the Insured Vehicle.
- The Insured whilst traveling as a passenger in the Insured Vehicle.

### Loading and Unloading

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

### Driving other vehicles

Cover under Section 2 (Third Party Liability) is extended to any other private motor car driven by you, with the owner's express consent, in the Territorial Limits.

### This cover does not apply if:

- a) The car belongs to you, or is hired to you under a hire-purchase agreement.
- b) Your car belongs to, or is hired by, the employer or business partner.
- c) Your liability is covered under another insurance policy.
- d) You are a corporate organisation or firm.
- e) you do not have a comprehensive cover.

### Replacement Locks

If the car keys or lock transmitter of your car are lost or stolen, we will pay the cost of replacing (if required)

- The door locks and boot lock;

- The ignition and steering lock; and
- The clock transmitter and central locking system.

as long as we are satisfied that the identity or garaging address of your car is known to the person who may have your keys or transmitter. Your no-claim discount will not be disallowed just because you have made a claim under this section. However we will not pay the cost of replacing any alarms or other security devices used in connection with your car.

The maximum we will pay for any one accident is

- Motor Perfect - QAR 2,500
- Motor Executive - Actuals

### Motor Trade And Valet Parking

The cover under Section 1 (Insurance against loss and damage) extends to indemnify the Insured in respect of loss or damage to the Insured Vehicle whilst in the custody or control of:

- A motor garage or other similar business, which the insured does not own, which has the Insured Vehicle for the purpose of maintenance, repair, testing or servicing.
- A hotel, restaurant or similar business, which the Insured does not own,

where the Insured Vehicle has been parked by their authorized driver.

### Provided

The Insured is unable to recover from the responsible party; or will give us the subrogation right.

### New Car Replacement

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

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

### No-Claim Discount

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

'No claim discount' earned is not transferrable.

# 5 General Exceptions

1. Unless agreed otherwise explicitly, this Insurance does not cover loss, damage or liability resulting or arising from accidents involving the Insured Vehicle in the following events:

a) Accidents occurring outside the Geographical Area as stated in this policy.

b) Accidents occurring, arising or resulting directly or indirectly relating to floods, storms, tempests, hurricanes, volcanoes, earthquakes, invasion, acts of foreign enemy, acts of war or warlike operation whether war be declared or not, civil war, strikes, riot acts, terrorism, civil commotion, insurrection, revolution, military coup, Usurped power, confiscation, nationalization, ionizing radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

directly or indirectly caused by the aforementioned.

2. This Insurance does not cover any liability due to an agreement made by the Insured where no liability would arise but for that agreement.

3. In determining liability towards Third Party, the Company shall not be liable for any damage of whatsoever nature directly resulting during and because of the operation of the Insured Vehicle in drilling, lifting, construction works, agriculture or in any other similar works. Driving of the vehicle from and to the operation site shall not be considered as operating under this clause.

4. This Insurance does not cover carrier's liability and damage to goods carried or loaded in or on the Insured Vehicle.

5. This insurance does not cover consequential loss.

6. This insurance does not cover vehicles running on rails or cables, waterborne vessels, aircraft, hovercraft or any other vehicle not

desired to run on terra firma.

7. This insurance does not cover vehicles used on airports and airfields.

8. This insurance does not cover any vehicle the principal use of which is transportation of high explosives and hazardous chemicals.

9. If it is proved that the insurance contract has been made on the basis of false statements by the insured, or if the insured has concealed relevant material facts which affect the acceptance to cover the risk, or otherwise affect the premium or the terms of this policy.

10. Using the vehicle for other purposes than stipulated in its licensing book, exceeding the permitted number of passengers, overloading more than the permitted limit or using it for racing or for speed testing.

11. If it is proved that the accident has resulted from the insured or a person driving with his/her permission was under the influence of alcohol
- or drugs.

12. If the driver whether the insured or a person driving with his/her permission has no driving license for the type of vehicle involved.

13. If it is proved that the damages have resulted from an intentional act by the insured.

# 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 the Schedule shall bear such specific meaning wherever it may appear.

2. Every notice or communication to be given or made under this Policy shall be delivered to the Company in writing.

3. The insured shall take all reasonable steps to safeguard the Insured Motor Vehicle from loss or damage and to maintain the Insured Motor Vehicle in a roadworthy condition. The Company shall have at all times the right of free and full access to examine such Motor Vehicle or any part thereof.

4. The Insured shall remain throughout the validity of this Policy the sole and absolute owner of the Motor Vehicle and shall not make any agreement to let out upon hire the Insured Vehicle or enter into any agreement restricting

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

5. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall give immediate notice to the Company with all relevant information. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution or investigation into a fatal accident in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and 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 defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give such information and assistance as the Company may require.

7. At any time after the happening of any event giving rise to a claim or series of claims under Clause(a) and (b) of Limits of Liabilities 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 defense settlement or proceedings and the Company shall not be responsible for any damage alleged action to have been caused to the Insured

in consequence of any alleged action or omission of the Company in connection with such defense settlement or proceedings or of the Company relinquishing such conduct. Also the Company shall not be liable for any cost or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.

8. a) The Company may cancel Section 1 of this policy by sending a thirty days notice by registered letter to the Insured at his last known address and in such event the Company will return to the Insured the premium paid less the pro-rata proportion thereof for the period the Policy has been in force or the Insured may cancel Section 1 on thirty days written notice provided no claim has arisen during the Period of insurance the Insured shall be entitled to a return of the premium less

premium at the Company's short period rates for the period the Policy has been in force.

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

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

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

or expenses.

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

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

a) If it is proved that the insurance contract has been made on the basis of false statements by the Insured or if he has concealed relevant information which affects the acceptance of his insurance by the Company or

- otherwise affects the Premium or the Terms of this Policy.
- b) Using the Motor Vehicle for other purposes than stipulated in the Policy or exceeding the permitted number of passengers or overloading more than the permitted limit or the load not stowed correctly or exceeding the dimensions of width or length or height permitted.
- c) If the driver disobeys the law involving a criminal act or felony.
- d) If the driver whether the Insured or a person driving with his permission has no driving license for the type of Vehicle involved
- e) If it is proved that the accident death or bodily injury has resulted from an intentional act by the Insured.
- f) If it is proved that the accident has resulted from the Insured or a person driving with his permission using alcohol or drugs.
- The right of recourse for the Company under this General Conditions as per the Terms and Conditions of this Policy will not affect the rights of Third Parties towards the Insured.
12. Nothing in this Policy or any endorsement on it will affect the rights of any person entitled to compensation by virtue of this Policy or any other person's right to recover any amount due to him by virtue of Law.
13. Any claim under this Policy shall be time barred if not submitted to the Company within three years from the time when known to the Insured.
14. It is possible that the Company and the Insured by virtue of additional endorsements attached to this Policy and within the limits of its provision and conditions may agree that the Company will cover other damages and injuries which are not mentioned in this Policy especially the following.
- a) Insurance against accidents which may occur to the Insured or his family and the driver at the time of accident and persons working for the Insured including the medical expenses due to bodily injury to any one of them.
- b) Insurance against damage of the accident or whatever is under their custody and control.
15. Any dispute arising out of this Policy falls within the jurisdiction of the State of Qatar.
16. You agree to subrogate all your rights or remedies to the Company for obtaining relief or indemnity from other parties, upon its paying any claim under this Policy, and shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing such rights or remedies, whether such acts and things shall be or become necessary or required before or after your indemnification by the Company.'-this should be inserted after clause 15.
17. The Insured is entitled to a full refund of premium paid (with no charges, deduction or penalties) if coverage under this Policy is cancelled upon request of the Insured within fourteen (14) days from the Policy Effective Date provided that no claim has been paid by the Company.

## 7 What to do in case of an accident?

### Process to follow in case of an accident:

1. In Qatar, please call the police on 999. Get a police report in line with the country's regulations (Check the report because our liability will not exceed the damages shown on the police report in any case).
2. Call AXA Claims Service Centre on 800 29 24 to register your claim and get details on the process to follow:
  - a) Provide you with the address of the workshop where your vehicle will be repaired.
  - b) If your policy covers AXA Accident and Breakdown Rescue Service and your vehicle is damaged and cannot be driven after the accident, call 800 2922 for towing service. Please refer to Section 9 for more details.
  - c) A Claim number will be supplied.
  - d) Once the claim is opened, you will receive an SMS with a claim reference
3. If you are eligible for the Car Replacement facility, as per Section 8, we will let you know how to proceed.
4. Send the police report to AXA by:
  - a) Fax :+974 4496 7377
  - b) Email: info.qatar@axa-gulf.com
  - c) Courier: AXA Insurance (Gulf) B.S.C. QFC Branch, P.O. Box 15319, Doha, Qatar

### How to declare a claim

Once AXA received the police report, the claim executive will take down the policy and accident details and will provide you with the following information:

1. Confirmation of whether the reported incident is covered under the policy or not and expenses to be borne by you (by way of 'Excess' and/or 'Contributions' noted under the policy)
2. Explain and detail the next steps of the claims procedure up to the final settlement

number and the contact details of a garage.

Once your claim is opened, you can leave your vehicle in the workshop specified along with the following documents:

1. The original police report,
2. A copy of the driving license of the person who was driving the car at the time of the accident (as mentioned on the police report),
3. A copy of your Insurance Certificate,
4. A copy of the ownership card of the vehicle.

The garage then coordinates with us and the claim is processed.

## 8 Complaint Procedure

AXA prides itself on excellence and our aim is to provide an excellent service to customers, but we do realize that things can go wrong. All complaints received by AXA are taken seriously and our endeavor is to resolve issues addressed by our customers promptly. Any unresolved issues should be brought to our attention. All complaints will be recorded and analyzed by our complaint leaders who will contact you.

### Compliance

AXA's Complaints Management process is compliant with Qatar Financial Centre Regulatory Authority's requirements for complaints handling.

### What should you do?

Please include the following details in your complaint:

- Full Name
- Policy No./Claim No.
- Telephone No. and/or e-mail ID
- Branch
- Product
- Summary of the complaint

### Online

1. Access [www.axa-gulf.com](http://www.axa-gulf.com)

2. Click on the contact us menu and then select complaints
3. Fill the complaint form (includes mandatory fields)
4. Submit the complaint

### Post

Complaints Officer

AXA Insurance (Gulf) B.S.C QFC Branch  
P. O. Box 15319, Doha, Qatar

### After you complain

- Receipt of your complaint will be acknowledged
- You will receive a copy of our complaints handling service standards
- You will be contacted by an AXA Employee to help resolve the complaint

### Customer Dispute Resolution Scheme

If you are dissatisfied with the final response, you may refer the complaint to the Customer Dispute Resolution Scheme (CDRS) offered by QFC by sending details of the complaint either by e-mail to [complaints@cdrs.org.qa](mailto:complaints@cdrs.org.qa) or by postal address to:

### The Customer Dispute Resolution Scheme

P. O. Box 22989, Doha, Qatar

## 9 Customer Comments

If you have any comments or suggestions about our cover, services or any other feedback please write to:

### Country Manager

AXA Insurance (Gulf) B.S.C  
QFC Branch  
P. O. Box 15319, Doha, Qatar  
Or email at:  
info.qatar@axa-gulf.com  
Phone: (+974) 4496 7383  
Fax: (+974) 4496 7377

We always welcome feedback so we can improve our products and services.

## 10 Frequently Asked Questions

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

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

### How do you calculate my insurance premium?

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

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

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

### Which garages will you use to repair my car?

If you are entitled for 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. We make sure the Garages we use generally have experienced and qualified people and is fitted with sophisticated repair equipment.

### 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.

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

If you are entitled 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.

### Does my policy cover whilst used off road?

Your AXA policy automatically covers private cars when being driven off road provided your car has 4 wheel drive capability and you are not using the vehicle in a race or competitive event subject to excess minimum of QAR 1000 per accident. Cover, however, is not valid if the vehicle used in the desert.

### What is NCD?

NCD is No Claims Discount. It is a reward to the Insured's, offered by the insurers, normally by means of a reduction in premium rate for a proven Claims Free History.

### What is the proof required for No Claim Discount?

Only Original No Claim Discount certificate is accepted as proof.

**How should the Insured arrive at the value for insurance or the sum insured?**

For a new car it is the actual purchase price.

For a Second hand car, the market value of that model which can be obtained from the dealers.

**Can name of persons other than Insured and spouse be added as driver?**

Yes. Only in special cases by referring to AXA for inclusion as “Named Driver”.



**axa-gulf.com**

**8000 2921**

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