

AXA Agent

motor insurance

terms & conditions / motor perfect

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

motor perfect

healthcare

home comfort

travel smart

sail master

relocation plus

golf mulligan

motorcycle

C. R. No. 10102711203

Riyadh Office P.O.Box 753, Riyadh 112421, KSA,

tel: +966 1 477 6706, Fax: +966 1 478 0418, 478 6869

Jeddah Office P.O.Box 812 Jeddah 21421, KSA,

tel: +966 2 263 5566, Fax: +966 2 263 2904,

Dammam Office P.O.Box 37, Dammam 31411, KSA,

tel: +966 3 882 2813, Fax: +966 3 882 0063

Website: www.axa-gulf.com

A.J.A. 04-2007



What you need to know
march 2009

رؤية جديدة / للتأمين التعاوني
redefining / cooperative insurance

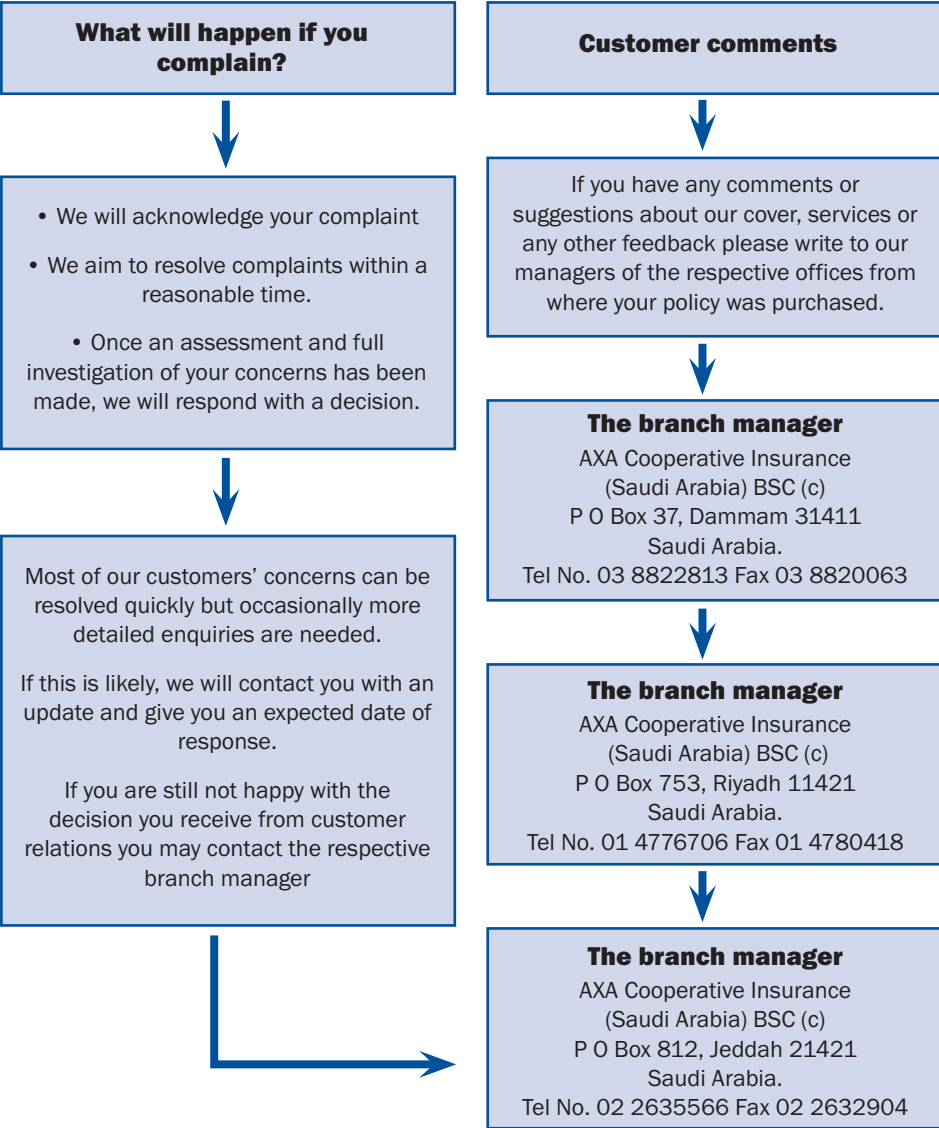


رؤية جديدة / للتأمين التعاوني
redefining / cooperative insurance



6. complaint procedure

To make sure we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the services we offer.



contents

section	page number
1. your axa motor policy	3
2. definitions	4
3. your cover	5-11
section 1 loss or damage to your car	5-7
section 2 third party liability	8-9
section 3 medical expenses	10
section 4 personal belongings	10
section 5 personal accident benefit	10-11
4. general exceptions	12-13
5. general conditions	14-15
6. complaint procedure	16

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

welcome to AXA insurance

The policy that you have purchased satisfies the requirements of the Laws of the Kingdom of Saudi Arabia

Now that you've chosen us for your car insurance, please be assured of our assistance in this regard any time you may require.

We pride ourselves on our claims service.

Contact us

Please check your policy schedule which gives you full details of the cover you have chosen. If you have any questions or would like to make any changes or additions to your cover, please call us on:

Jeddah

02 2635566

Saturday to Wednesday
8am to 1pm & 3pm to 6pm
Thursdays
8 to 1 Noon only

Al Khobar

03 8822813

Saturday to Wednesday
8am to 1pm & 3pm to 6pm
Thursdays
8 to 1 Noon only

Riyadh

01 4776706

Saturday to Wednesday
8am to 5pm.
Thursdays
8 to 1 Noon only

It's our Problem now

If you've had an accident, you will have to report the incident to the police and obtain police repair authority, police report and towing permission if applicable and advise us as soon as possible.

We have our own network of approved garages and authorised agencies* and will instruct them within 24 hours of you advising us that your car needs repairing following an accident.

We will also authorise repairs and settle payments direct with the repairer.

* Agency repairs only available if stated in your policy schedule

Making a claim

Our claims department will record details of the incident and will start attending to your claim immediately. The claims department will confirm:

- whether your policy covers you for the incident;
- what is the amount you will have to bear
- all the steps involved in your claim being settled.

Our promise

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

in force and a processing fee of SAR 75. However Section 2 (Third Party Liability) of this policy cannot be cancelled and hence no refund of premium is due for this section except in case of ownership or cancellation of the motor vehicle registration.

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 fulfilment 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 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 the Policy or any endorsement hereon shall affect the right of any person entitled to indemnity under the Policy or of any other person to recover an amount under or by virtue of the Legislation. But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the legislation.

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

14. Any dispute arising out of this Policy falls within the jurisdiction of Kingdom of Saudi Arabia.

Our goal is to give excellent service to our customers but we recognize that things do go wrong occasionally.

We take all complaints we receive seriously and aim to resolve all of our customers' problems promptly.

5. 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 period of this policy the sole and absolute owner of the motor vehicle and shall not enter into any agreement whereby the insured vehicle is let out on hire or reward to a third party without the written consent received from the Company
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. 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 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 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 SECTION 2 for damage to material property under this Policy the Company may pay to the Insured the full amount of the Company's liability under the above mentioned Clause and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct Also the Company shall not be liable for any cost or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
8. The Company may cancel this policy by sending thirty (30) 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 this policy on seven days written notice and provided no claim has arisen during the period of insurance the insured shall be entitled to a return of the premium paid less the pro-rata proportion thereof for the period the policy has been

1. your AXA motor policy

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

Application of law

The law of the Kingdom of Saudi Arabia will apply to this contract unless you and the Insurer agree otherwise.

The contract of insurance

This policy is a contract of insurance between you, the Policyholder, and us, AXA Cooperative Insurance

This policy, the information you have provided and the schedule forms the contract of insurance between you, the policyholder, and us, AXA Cooperative Insurance.

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

Policy wording

Section 1 – Loss or Damage to your car
Section 2 – Third Party Liability
Section 3 – Emergency Medical Expenses
Section 4 – Personal Belongings
Section 5 – Personal Accident Benefit – Driver / Passengers

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

You / The insured

The Policyholder named in the Schedule.

We / Us / The company

AXA Cooperative Insurance (Saudi Arabia) BSC (c)

Interpretation

For the legal interpretation of the policy wording Arabic text will prevail over the English text in the event of that any dispute arises.

In accordance with its Article of Association, as a Saudi cooperative insurance company, AXA Cooperative Insurance Company, hereinafter referred to as the "Company", shall distribute 10% of the net annual surplus arising from its insurance operations (if any) to the policyholders directly or in the form of reduction in contributions for the next year.

The amount, time, manner of, and eligibility to such distribution are all subject to the prevailing rules and regulations of the Cooperative Insurance Companies Control Law of the Kingdom of Saudi Arabia; as well as the related approval of the Company's Board of Directors.

2. definitions

Spouse

The husband or wife of the Policyholder, living at the same address as the Policyholder and sharing financial responsibilities. This does not include any business partners or associates.

Your car/ Insured vehicle

Any vehicle described in the Schedule which is kept at an address within the territorial limits.

Schedule

The document which gives details of the cover you have.

Certificate of motor insurance

The document that proves you have the motor insurance covering your vehicle as required by law.

The 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 for.

Insured value

The amount stated in the policy schedule. In the event of total loss claim, the amount payable will be the market value of the vehicle immediately prior to such loss or damage but not exceeding the insured value.

Excess

The first amount of any claim stated in the schedule you will have to pay towards any non-recoverable claim. This shall not apply to claims in respect of Fire, Lightning, Explosion, Theft or any theft attempt nor in respect of windscreen damage covered under Section 1. (see special additional excess for Novice/ Young Drivers below)

Territorial limits

As shown in our Policy Schedule.

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 value of which are specifically declared to the company and stated in the schedule.

Endorsement / Memoranda

Changes in the terms of your Policy. These are shown in and form a part of your Schedule.

Agency repairs

If agency repairs are included in your policy, as shown in your schedule, then you have the option of having your vehicle repaired at the manufacturers authorised dealer workshop.

Novice/Young driver

Driver who has not held full driving licence for twelve Gregorian months at the time of accident or who has not completed 25 Gregorian years of age at the time of accident and the special excess imposed as stated in the Schedule of this Policy shall apply in addition to any other excess as mentioned above.

nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) and/or (c) above.

If the Underwriters allege that by reason of this endorsement is found to be invalid unenforceable, the remainder shall remain in full force and effect.

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

5. i. any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- ii. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.
6. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

4. general exceptions

The company shall not be liable in respect of

1. the first amount of any claim stated in the Schedule as being the "Excess" but this shall not apply to Section 1 for claims in respect of fire lightning explosion or theft or any attempt thereat nor to any claim under Sections 2, 3, 4 and 5.

2. any accident loss damage or liability caused sustained or incurred.

i. outside the Kingdom of Saudi Arabia for Section 2 and in respect of other sections outside the Territorial Limits as stated in the Schedule.

ii. whilst any Motor Vehicle in respect of which indemnity is provided by this Policy is :-

a. being used whilst on the Insured's order or with his permission or to his knowledge otherwise than in accordance with the Limitations as to use as stated in the Schedule

b. being driven under the influence of alcohol or drugs.

c. being driven by an unlicensed person (unless such person has held or is not disqualified from holding or obtaining such a licence)

iii. whilst being used for hire or reward, racing, pace making, reliability trials, speed testing or for any purpose in connection with the Motor Trade.

EXCEPT THAT the indemnity shall not be withdrawn by reason of General Exceptions 2. ii. a. b. c. and iii. above in the following circumstances :

i. while the Motor Vehicle is in the custody or control of a member of the Motor Trade and is used only for the purposes of overhaul, upkeep or repair.

ii. if the injury loss or damage was occasioned by theft of the Motor Vehicle or its being taken without the consent of the Insured or other lawful authority.

3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such an agreement.

4. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

b. confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c. any act of terrorism. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exception (4) also excludes loss, damage, cost or expense of whatsoever

3. your cover

Section 1

Loss or damage to your car

1. The Company undertakes to indemnify the Insured in respect of accidental loss or damage to any Motor Vehicle described in the Schedule and its accessories and spare parts whilst therein or thereon.

2. The Company may at its own option repair reinstate or replace such Motor Vehicle or any part thereof including its accessories or spare parts or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the replacement value of the parts lost or damaged and the reasonable cost of fitting or fixing such parts.

3. If the Insured Vehicle has been lost or if it sustains total loss damage to the extent that the repair cost shall exceed 50% of its value at the time of the accident or is otherwise considered to be beyond economical repair, then the maximum amount payable shall be the market value of such Motor Vehicle(s) immediately prior to such loss or damage but not exceeding the insured values stated in the Policy Schedule.

4. If the Motor Vehicle is immobilized by reason of loss or damage insured under this Policy, the Company will bear the reasonable cost of protection and removal to the nearest repairers and delivery to the garage subject to the limit stated in the Schedule in respect of any one accident within the Kingdom of Saudi Arabia.

5. The Insured may authorise the repair of the insured vehicle necessitated by damage for which the Company may be liable under this section provided that

a. the estimated cost of such repair does not exceed the sum stated in the Schedule.

b. a detailed estimate of the cost is forwarded to the Company without delay

Automatic extensions

Riot, strikes, storm & flood

Cover under Section 1 (Loss or damage to your car) of your policy extends to indemnify the Insured in respect of loss of or damage to the Insured Vehicle caused by:

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

Replacement locks

In the event the car keys or lock transmitter of your car are lost or stolen, we will pay the cost of replacing:

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

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. We will not pay the cost of replacing any alarms or other security devices used in connection with your car.

Motor trade and valet parking

Your policy is extended to indemnify the Insured for loss of or damage to the insured vehicle whilst in the custody or control of :

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

- A hotel, restaurant or similar business, which the Insured does not own, where the Insured Vehicle has been parked by their authorised drivers.

Off road cover

Your Policy is extended to cover loss or damage to the Insured Vehicle whilst being driven off road. Provided that :

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

New car replacement

In the event of an accident and if the date of the loss or damage is less than 6 months from the date the vehicle was originally bought by the Insured from the Manufacturer's Agents or Sub Agents and the motor vehicle is damaged beyond economical repair as defined in 3 above then no depreciation will be applied to the settlement of the total loss claim.

Windscreen damage

In the event of breakage of the windows or windscreen of the Insured Vehicle, where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage, the Company will indemnify the Insured for the cost of replacement of such windows or windscreen and shall not be subject to any Excess.

Hire purchase

In the event that the Motor Vehicle is subject of a Hire Purchase Agreement, this Insurance will not be invalidated by virtue of General Condition 4 and the payment shall be made to the owner described in the Policy whose receipt shall be a full and final discharge to the Company.

Kingdom of Bahrain cover

The territorial limit for Section 1 (Insurance against loss or damage) is extended to include Kingdom of Bahrain.

The maximum duration of any single trip shall not exceed 30 days.

Optional extensions

Agency repairs

If additional premium has been paid and cover is indicated in the Schedule attached to this Policy, it is hereby agreed that the cover under the Section 1 of the Policy is extended to include accidental damage repairs at the authorised agents of the manufacturers of the insured vehicle, within the Kingdom of Saudi Arabia or in any GCC Country if the territorial limits are so extended.

GCC cover

If the additional premium has been paid and cover is indicated in the Schedule attaching to this Policy, the territorial limit for Section 1 (insurance against loss or damage) is extended to include United Arab Emirates, Bahrain, Oman, Kuwait and Qatar.

You will however not be covered as per Section 2 (Compulsory insurance – liability to third party), as this cover must be purchased separately at the entry points of respective countries. The maximum duration of any single trip shall not exceed 30 days.

Special conditions

Unobtainable parts clause

In the event of loss or damage to the Motor Vehicle covered under this policy necessitating the supply of any part not obtainable from stocks held in the country in which the motor vehicle is held for repair

is involved (excepting medical or surgical treatment consequent upon such injury) which within 52 weeks of the occurrence of such injury results in:

Scale of compensation

1. Death **SAR 100,000**
2. Total and permanent disablement from following any employment or occupation whatsoever. **SAR 100,000**
3. Total and irrecoverable loss of sight in both eyes. **SAR 100,000**
4. 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. **SAR 100,000**
5. 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. **SAR 100,000**
6. Total and irrecoverable loss of sight in one eye. **SAR 50,000**
7. Total loss by physical severance at or above the wrist or ankle of one hand or one foot. **SAR 50,000**
8. Temporary disablement from engaging in or giving any attention to such person's occupation (Not covered in respect of persons under 18 years of age) SAR 250 per week for a person not exceeding 26 consecutive weeks.

Provided always that :

- a. Compensation shall be payable under only one of items (1) to (8) above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not

in the aggregate exceed the sum of SAR 100,000 during any one period of insurance.

- b. A person over 65 Gregorian years of age at the time of such injury is not entitled to any compensation.
- c. Persons under 18 Gregorian years of age at the time of such injury shall receive only 50% of the scale of compensation with a maximum aggregate of SAR 50,000 in respect of any one accident.
- d. Compensation shall only be payable in respect of injury sustained by persons carried inside the cabin of the motor vehicle at the time of the accident. and if the number of persons (including the driver) in the cabin of the motor vehicle at the time of the accident exceeds manufacturer's seating capacity, the compensation payable will be decreased proportionately.
- e. No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- f. No compensation shall be payable in respect of death or injury directly or indirectly resulting from or traceable to intentional self- injury, suicide (whether felonious or not) or attempted suicide or whilst any person is under the influence of alcohol and/or drugs at the time of such death or injury.
- g. Such compensation shall be payable only with the approval of the insured and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person.
- h. No compensation shall be payable under this section if the death or personal injury is primarily caused due the physical defect or infirmity of the injured/deceased person

Subject otherwise to the terms, conditions and exclusions contained in this Policy.

- g. In respect of any accident occurring whilst on the Insured's order or with his permission or to his knowledge the Motor Vehicle is being used otherwise than in accordance with the Limitations as to use specified in the Schedule of this Policy.
- h. Damage to any Motor Vehicle being driven by the insured at the time of accident.

Section 3

Medical expenses

The Company will pay to the Insured the reasonable cost of Emergency Medical Expenses incurred in connection with any accidental bodily injury to the Insured or any occupant of the Insured Vehicle as the direct and immediate result of an accident to the Insured Vehicle up to and not exceeding the limit per person stated in the Schedule attaching to this Policy.

Exceptions to section 3

1. Section 3 shall apply only in respect of the insurance of Private Motor Cars.
2. The Liability of the Company shall not exceed SAR 5,000 per person in respect of any one accident.

Section 4

Personal belongings

We will pay for 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 or on your car.

We may take off an amount for wear and tear when we settle claims.

The most we will pay for any one incident is SAR 2000.

Exceptions to section 4

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

1. Money, stamps, tickets, documents or securities (such as share and premium bond certificates)
2. Theft of any property carried in an open or convertible vehicle unless in a locked boot or locked glove compartment.
3. Goods or samples carried in connection with any trade.

Section 5

Personal accident benefit

- Driver/ Passenger

(Indicated as covered/Not covered in the schedule of this policy)

In consideration of an additional premium the company will pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the Driver and/or Passengers (as stated in the policy schedule) in direct connection with an accident in which the insured motor vehicle

or in the event of the Company exercising the option to pay in cash the amount of loss or damage, the liability of the Company shall be limited to:

- a. the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents in the country in which the vehicle is held for repair or
- b. if no such catalogue or price list exists then the last obtained at the Manufacturers Works plus the reasonable cost of transport (otherwise than by air) to the country in which the vehicle is held for repair and the amount of the relative import duty and
- c. the reasonable cost of fitting such part(s)

Exceptions to section 1

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

1. Consequential loss affecting the Insured Vehicle or decrease in the Vehicle's value through usage impairment or failure or breakdown of mechanical or electrical equipment.
2. Wear and tear mechanical or electrical derangement failure or breakdown.
3. Loss of use or depreciation in value.
4. Damage resulting from overloading or carriage at any one time of a greater number of passengers than the number for which the Vehicle is licensed by the concerned authorities provided that the overloading or excess passengers were the cause of the accident which resulted in the loss or damage to the Motor Vehicle.
5. Damage to tyres unless it occurs at the same time as the damage to the Insured Vehicle.
6. Theft of telephone and telecommunication equipment unless specifically mentioned in the Schedule.

Section 2

Third party liability

1. The Company will indemnify the following against liability at law for damages and claimant's costs and all costs and expenses incurred with its' written consent in respect of death of or bodily injury to any person and damage to material property where such death injury or damage arises out of an accident caused by or arising out of use of any Motor Vehicle described in the Schedule
 - A. The Insured
 - B. Any other person
 - i. Who is driving any Motor Vehicle described in the Schedule on the Insured's order or with the Insured's permission
 - ii. Who is using (but not driving) any Motor Vehicle described in the Schedule with the permission of the Insured
 - iii. Who is inside the vehicle or mounting into or dismounting (passenger) from any Motor Vehicle described in the Schedule

Provided that the Insured or any authorised driver or user of any Motor Vehicle described in the Schedule holds or has held and is not disqualified from holding or obtaining such a licence.

Further provided that Insured or any authorised driver or user or person inside the vehicle :

- a. shall observe fulfil and be subject to the terms conditions exceptions and limitations of this Policy in so far as they can apply and
 - b. shall not be entitled to indemnity under this Policy if they are entitled to indemnity under any other Policy
2. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability

incurred by such person indemnify his legal personal representative(s) subject to the terms conditions exclusions and limitations which applied to such person.

3. The Company may at its' own option :
 - i. arrange for representation at any inquest or fatal enquiry in respect of death which may be the subject of indemnity under this Section.
 - ii. undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section
4. The indemnity provided by this Section only applies to judgements delivered by or obtained from a court of competent jurisdiction in the Kingdom of Saudi Arabia and the liability of the Company is in accordance with Shariah Law as ruled by Courts in the Kingdom of Saudi Arabia subject to a maximum of:
 - a. Limited to the amount stated in the Schedule in respect of death or bodily injury to any person,
 - b. Limited to the amount stated in the Schedule in respect of Third Party Property Damage for any one claim or series of claims arising out of one event.
5. This policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the Company will indemnify the Insured in respect of liability in connection with such towed vehicle provided that
 - i. such towed vehicle is not towed for reward
 - ii. the Company shall not be liable by reason of this Section in respect of damage to such towed vehicle or property being conveyed thereby.

Automatic extensions

Passenger and family members

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

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

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

Loading and unloading

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

Driving other vehicles

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

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

Exceptions to section 2

1. This Policy does not cover death of or bodily injury to third parties or loss or damage to third party property in the following cases:
 - a. In respect of death of or bodily injury to any person (including passengers)
 - i. arising out of and in the course of such person's employment by the insured and/or by the person entitled to be indemnified under this Section
 - ii. caused by or arising from negligence of fellow employees in the course of or by reason of employment.
 - b. Where compensation is admissible under any Workmen's Compensation Employers Liability Social Insurance State Welfare Scheme or similar schemes.
 - c. In respect of damage to property being conveyed by the Motor Vehicle and property belonging to or held in trust by or in the custody or control of the insured.
 - d. In respect of damage by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle to any bridge, weigh bridge viaduct road or anything beneath.
 - e. In respect of death or bodily injury to the Insured.
 - f. In respect of death of or bodily injury to any person or damage caused through or arising out of the use of the Motor Vehicle within the security perimeter of any airport or airstrip.