Shari'a certificate ref#: MDF-1462-37-37-02-20-01#01 Identification Number: P-MEDG-1-I-23-058



"MASHMOOL"

MOTOR INSURANCE FOR PRIVATE VEHICLES

In Case of Accident, Please Call Najm for Insurance Services

920000560

Medgulf Customer Service 8004414442

Please read the insurance plan. If you have any clarification, please don't hesitate to contact us.



In the name of God, Most Merciful, Most Compassionate

This is "Mashmool" Private Motor Vehicle Comprehensive Insurance plan. It is composed of:

- Insurance cover
- General terms and conditions
- Exclusions
- Definitions of insurance terminology stated in the insurance plan wording
- Extensions relating to the additional (optional) benefits
- Schedule
- Endorsements (if any)

Disclosure:

- 1- All documents relating to this insurance plan and its attachments should be read carefully to understand the limits of cover provided and be well aware of the conditions and exclusions applied.
- 2- The Proposal completed and signed by the Contributor (Insured) or his legal representative, this insurance plan including its terms, conditions, exclusions, limits of cover, the Schedule and any endorsements agreed upon in writing and duly approved by the Company, whether at the commencement of insurance cover or during the insurance plan validity date, shall form an integral part of this insurance plan
- 3- Please keep all insurance plan documents together in a safe place to ease retrieval thereof in case you have any claim.

This insurance plan is concluded to cover the accidents occurring within the Kingdom of Saudi Arabia in accordance with the decision issued by the Council of Ministers as per No. 222 dated 13/08/1422H for motor vehicles compulsory insurance.

In accordance with its Articles of Association as a company operating under the cooperative insurance principle pursuant to the terms of the Cooperative Insurance Companies Supervision Law promulgated by Royal Decree No. M/32 dated 02/06/1424H.

MedGulf (hereinafter called "the Company") in its capacity as manager of policyholders' account for the Contributors (Insureds) will manage the insurance operations and the rights and liabilities arising out thereof. For this purpose, the Company will manage two separate accounts the policyholders' account of the Contributors (Insured) for the entry of contributions, re-insurance revenues, its share of return on investments, rights and obligations of policyholders, and another account for shareholders.

The Contributor (Insured) having applied to the Company by a Proposal and a written declaration and agreed to consider them the basis of this contract and integral part hereof; to insure the motor vehicle which particulars are stated in the Schedule and having paid the Contribution required, the Company has hereby issued this insurance plan in accordance with its terms, conditions and exclusion stated in the following manner:

Definitions

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The following words, phrases and expressions wherever they appear in this insurance plan shall have the meanings, which are given below:

- 1- **SAMA**: the Saudi Central Bank
- 2- **Company:** The Mediterranean and Gulf Insurance and Reinsurance Co. acting as a risk carrier for the policyholder.
- 3- **Insured:** a natural or juristic person who purchased the insurance plan from the Company and whose name is stated in the insurance plan Schedule.
- 4- Comprehensive Motor Insurance: the insurance coverage that is based on damages and losses that occur to the Insured Motor Vehicle.
- 5- **Motor Vehicle**: the Insured transportation means, which is designed to move by wheels or tracks or propelled using mechanical or animal power, as described in the insurance plan Schedule (trains are excluded).
- 6- **Insurance plan:** the Comprehensive Motor Insurance plan whose provisions and coverages are stipulated herein and in the insurance plan Schedule attached thereto.
- 7- **Named Driver:** the additional driver licensed to drive the Motor Vehicle and whose name is stated in the insurance plan Schedule.
- 8- **Technical Total Loss:** Means the technically damaged Motor Vehicle, which cannot be repaired to a state legally fit for driving and is sold for scrap, and is dropped from the registration systems of the General Department of Traffic
- 9- **Economic Total Loss:** the damaged Motor Vehicle that can be repaired, but the repair is economically costly; based on the percentage agreed upon between the Company and the Insured and stated in the insurance plan Schedule.
- 10-Partial Loss: the destruction or damage of parts of the Motor Vehicle which does not exceed the set percentage of Economic Total Loss agreed on between the Company and the Insured which is stated in the insurance plan Schedule.
- 11-Insurance plan Schedule: the schedule complementing the insurance plan and its appendix, attached to this insurance plan.
- 12-**Deductible:** the amount borne by the Insured for any claim as stipulated in the insurance plan Schedule.
- 13- Sum Insured: the value of the Motor Vehicle, set in the insurance plan Schedule.
- 14- Roadside Assistance: a set of various services provided for the Insured, other than towing and storage, when the Motor Vehicle breaks down for any reason.
- 15-Material Fact: any information requested by the Company from the insurance applicant during the conclusion of the insurance plan that may affect the Company's decision in accepting the insurance or rejecting it or accepting the insurance with different conditions.
- 16-**Repairing Party:** the approved agency (manufacturer or importer) to repair the damages covered under the insurance plan, or the auto repair shop approved by the Company to repair the damages covered under the insurance plan, which is stated in the insurance plan Schedule.
- 17-**Third Party:** Any natural or juristic person sustaining loss or damage not excluded under the insurance plan, excluding the Insured and/or the driver, or the person responsible for the accident.
- 18-**Physical damages:** Death or physical injuries, which may be inflicted on a third party, including total or partial disability, whether permanent or temporary.

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- 19-Material damages: Destruction occurring to property belonging to a third party.
- 20-Expenses: All expenses borne by a third party due to a damage caused by a risk not excluded in the insurance plan.
- 21-Claim: A claim for indemnity for damages caused by a risk not excluded in the insurance plan.
- 22-Claimant: Any natural or juristic person or their legal representatives who sustained a damage caused by a risk not excluded in the insurance plan.
- 23-Indemnity: The amounts to be paid by the insurer to a third party within the maximum limit of civil liability specified herein.
- 24- **Premium (Contribution)**: The amount paid by the insured to the insurer in exchange for the insurer's agreement to indemnify third parties for damage/loss resulting directly from a risk not excluded in the insurance plan and to cover damage/loss to the insured vehicle from a risk not excluded in the insurance plan.
- 25- Civil Liability: The liability of the insured and/or the driver towards a third party for material/physical damages inflicted or expenses arising from the insured vehicle.
- 26-**Right of recovery:** The insurer's right to recover an indemnity paid to a third party from the insured, driver, or person who caused the accident for damages excluded in the insurance plan or cases where the insurer has the right of recovery.
- 27-Appendix (Endorsement): An agreement between an insurer and the insured, subsequent to the issuance of the insurance plan, whereby items of coverage are added to, amended or removed from the basic coverage, and which should be attached to the insurance plan and deemed an integral part thereof.
- 28-**Medical Expenses:** the costs and expenses of medical treatment and medicine cost caused by a covered accident under the insurance plan

Insurance Coverage:

- 1. Under the insurance plan, the Company shall compensate the Insured for any risk causing damage or loss to the Motor Vehicle, the coverage shall also include any damage caused by fire, theft, lightning or natural disasters such as floods and hail, along with vehicle towing and storage coverage. It also covers third-party civil liability as per the Unified Compulsory Motor Insurance plan issued by SAMA.
- 2. The maximum limit of the insurance coverage for each covered claim under the insurance plan should be as follows:
 - a- Limits of civil liability to third party as per the Unified Compulsory Motor Insurance.
 - b- Sum Insured of the Motor Vehicle for any risk causing damage or Loss to the Motor Vehicle
 - c- Limit of liabilities for other optional insurance coverage stated in the insurance Schedule.

Optional Insurance coverage:

- 1. During the negotiation stage and before issuing the insurance plan, the Company must offer the insurance applicant an insurance coverage for the following:
 - a. Replacement of Motor Vehicles' rent.
 - b. Roadside Assistance.



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- c. Death and physical injuries' and medical expenses for the Insured or Named Driver.
- d. Accidents occurring outside the territory of the Kingdom of Saudi Arabia.
- e. The driver related to the Insured, such as (parents, spouse, sons, daughters, brother and sister) or the Insured's domestic worker or someone who work for the Insured based on a labor law.

SECTION I - LOSS OR DAMAGE

Insurance Coverage Provisions:

1. **Motor Sum Insured:** The Sum Insured shall be agreed between the Company and the Insured and stated in the insurance plan Schedule provided that the Company adopts sound methods to determine a fair value of the Sum Insured.

2. Indemnity mechanism:

- a. The Insured must inform the Company of the damage or loss to the Motor Vehicle, associated with a risk covered under the insurance plan.
- b. The Company shall receive the Motor Vehicle from the Insured upon the incident of the accident, and deliver the Motor Vehicle to the competent entity in charge of automobile damage appraisal, and then deliver the Motor Vehicle to the Repairing Party specified in the insurance plan Schedule as per the terms and conditions of the insurance plan, or compensate the Insured with the Sum Insured in case of Technical Total Loss, or Economic Total Loss
- c. The Insured must inform the Company if the damage or loss associated with a risk covered under the insurance plan was caused by a third party. In this case the Company shall first compensate the Insured based on the indemnity mechanism stated in sub-section (b) point No. 2 (Indemnity mechanism) and then subrogate the Insured against the third party.

3. Indemnity Value:

- a. Partial Loss: In case of Partial Loss, the indemnity shall be to bear the cost of repair at the Repairing Party as specified by the Insured and stated in the insurance plan Schedule, whereas the repair costs shall be determined by the competent entity in charge of automobile damage appraisal.
- b. Technical Total Loss: In case of Technical Total Loss, the indemnity shall be the amount of the Sum Insured based on the report of the competent entity in charge of automobile damage appraisal, without deducting any expenses incurred by the Company.
- c. Economic Total Loss: When the Motor Vehicle is considered Economically Total Loss, based on the report of the competent entity in charge of automobile damage appraisal, the Insured shall be compensated with the amount of the Sum Insured, without deducting any expenses incurred by the Company. The Company shall notify the Insured when offering the Motor Vehicle for sale, and the Company and the Insured

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may agree on a different method to deal with Motor Vehicle when considered an Economic Total Loss.

d. The Company shall not deduct an amount from the indemnity due to the Insured's use or consumption of the Motor Vehicle during the period prior to the risk, in case of Partial or Total Economic/ Technical Loss.

4. Deductible:

- a. The Deductible shall be determined by the Insured in agreement with the Company and stated in the insurance plan Schedule
- b. The Company's liability shall start after deducting the amount of the Deductible, this only applies to damage or loss to the Motor Vehicle and shall not apply to claims arising from third-party civil liability coverage.
- c. If the Insured or the Named Driver is held partially liable for the accident, the Deductible shall be calculated in proportion to the percentage of liability assigned to the Insured or the Named Driver regarding the accident only
- d. The Deductible shall not be charged if the Insured or the Named Driver is not held liable for the accident; according to the report of the competent body attending the accident scene
- e. The Company may obligate the Insured to pay the Deductible If there is no other party to the accident and the Insured or the Named Driver held responsible for the accident; based on the report of the competent body attending the accident scene, or the acknowledgement of the Insured or the Named Driver of the liability for the accident.
- f. The Deductible shall apply for each accident only; even if there are multiple claims resulting from the same accident.
- g. The amount of the Deductible shall be fixed during the insurance plan period, and the Company shall not require a different amount irrespective to the accident type or the indemnity value

5. Vehicle Towing and Storage:

- a. The Company shall pay the expenses incurred by the Insured for towing the damaged Motor Vehicle – determined in insurance plan Schedule, due to an accident covered under the insurance plan, to a secure location, or the competent entity in charge of automobile damage appraisal. When filing the claim, the Insured shall provide the Company with proof of the incurred expenses arising from the Motor Vehicle towing and storage.
- b. This coverage shall include the expenses that the Company incurred for towing and storage of the Motor Vehicle from and to the competent entity in charge of automobile damage appraisal.

Exclusions for Section (1):

The Company shall not be liable for indemnity in respect of:

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- 1. The optional Insurance coverages that must be offered by the Company to the insurance applicant as stated in SECTION III Optional Insurance Coverage if rejected by Insured.
- 2. A Motor Vehicle found to be driven by a person who does not hold a proper class of license corresponding to the type of vehicle driven; according to the relevant laws and regulations, or in the event that an order was issued by a competent authority for the forfeiture of the Driver's license, or if the license was expired at the time of the accident unless it is renewed within (50) business days from the date of accident.
- 3. If the Indemnity was less than or equal to the Deductible stated in the insurance plan Schedule.
- 4. An accident to the Motor Vehicle when driven by a person other than the Insured or Named Driver.
- 5. Manufacturing defects and damage resulting from the use of the Motor Vehicle or from mechanical or electrical malfunctions.
- 6. Damage, loss or theft of tires, rims, hubcaps (wheel covers) and/or exterior mirrors, unless such loss or damage occurred thereto at the time of the covered accident.
- 7. Loss or damage to goods and/or personal belongings while being loaded, unloaded or transported in or on the Motor Vehicle.
- 8. Loss or damage to any trailer, unless stated otherwise in the insurance plan Schedule.
- 9. Loss or damage to the Motor Vehicle as a result of theft or attempted theft due to leaving the Motor Vehicle running or leaving the keys in the Motor Vehicle, or due to not rolling up the windows or locking the doors.
- 10. All additional Motor Vehicle accessories, apart from those already fitted by the manufacturer and whose price is already included in the original value of the Motor Vehicle, or the type and value of such accessories are explicitly and specifically stated in the insurance plan
- 11. If the Motor Vehicle is being used in a way that violates the restrictions of the vehicle, use set forth in the insurance plan.
- 12. The Motor Vehicle carrying passengers beyond its permitted seating capacity or that was overloaded and proven that the accident was caused by such violation.
- 13. If the Motor Vehicle is used for any type of racing, speed trial, or speed or power testing, with the exclusion of the juristic Insured.
- 14. If the Motor Vehicle is driven by a person under the influence of drugs, alcohol, or medicines that affect the ability to drive.
- 15. If the Motor Vehicle is, being used as working machinery.
- 16. Car drifting, running a red light or driving against the direction of traffic if it is proven that such violation was the cause of the accident according to the report prepared by the competent body attending the accident scene.
- 17. If the Motor Vehicle is used in areas that are normally off limits to the public, such as airports or seaports
- 18. Any liabilities or costs that are directly or indirectly incurred due to criminal and hostile acts committed by the Insured and/or the Named Driver.
- 19. If it is proven in the report prepared by the competent body attending the accident scene that the accident was caused deliberately by the Insured or the Named Driver.
- 20. Any liability or expenses arising, directly or indirectly, from the following:

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- a. War, invasion, acts of foreign enemy, hostilities, warlike acts (whether war is declared or not), or civil war
- b. Rebellion, military or popular uprising, insurgence, revolution, usurping authority, martial laws, siege, or any events or reasons leading to declaration or continuation of martial laws, siege, or acts of vandalism and terrorism committed by person(s) working individually, on behalf of, or in relation with any terrorist organization. Terrorism means using violence for political, intellectual, philosophical, racial, ethnic, social, or religious purposes. Such use of violence includes putting the public and/or a segment thereof under a state of terror; causing turmoil; affecting and/or intervening in any of the government's operations, activities and/or policies; causing any disturbance that negatively affects the national economy or any of its sectors; and/or carrying out or causing strikes, riots, or civil or labor unrest.
- c. Damage directly or indirectly caused by nuclear weapons, ionizing radiation, or radioactive contamination resulting from any nuclear fuel or waste, or contamination due to nuclear fuel combustion. For the purposes of this exclusion, combustion shall include any nuclear fission.
- 21. Driving the Motor Vehicle in desert areas and unpaved roads unless inside the city.

SECTION II - Liability to Third Parties

Insurance Coverage:

Whereas the Insured has submitted to the Company an insurance proposal form which is considered the basis of this insurance plan and has paid (or has undertaken to pay) the required contribution, and the Company accepted this proposal, the Company hereby undertakes that in case of an occurrence of accident within the borders of the Kingdom of Saudi Arabia, which causes a damage resulting from a risk not excluded in the insurance plan and within the terms and condition stated in the insurance plan to indemnify the third party against all amounts which the Insured or Driver causing the accident shall become legally liable to pay in respect of:

- a- Physical damages inflicted by any third party whether inside or outside the Motor Vehicle.
- b- Material damages inflicted on a third party outside the vehicle.
- c- The expenses.

Limits of Liability:

In the event of the occurrence of an accident resulting in the payment of indemnity in accordance with the provisions of this insurance plan, the maximum limit of the Company's liability for one event for both physical damages, expenses and material damages shall not exceed the total sum of SR 10,000,00 (ten million Saudi Riyals) as a coverage liability limit.

Cases in which the Company is not allowed to disclaim liabilities towards third-party:



Subject to exception in this section (SECTION II) The Company may not disclaim liability for indemnity under this insurance plan towards the third party because the Insured, the Driver or the person causing the accident has committed any violation, whether the violation has been before or after the accident, or because of the Insured's or the Driver's noncompliance with what is stated in this insurance plan, without prejudice to the Company's right of recovery from the Insured or the Driver after indemnifying the third party if the recourse is justified.

Claim Settlement Procedures:

- 1. Upon receiving a claim, the Company shall provide the claimant with an acknowledgement of receipt and inform the claimant of any missing documents within (3) working days for individuals and (9) working days for companies from receiving the claim. The Company may appoint an assessor or a loss adjuster, if necessary, within a period not exceeding (3) working days for individuals and (9) working days for companies from the date the claim is received.
- 2. The Company shall settle the claim with integrity and fairness without any bargaining, within a maximum period of (15) Hijri Calendar days for individuals and (45) Hijri Calendar days for companies from the date the claim is received, with all required documents. If the claim was based on an enforceable court judgement and was filed by the claimant, or the insurer has been informed thereof by the insured, the Company shall comply with the aforementioned provision.
- 3. The Company shall be committed to inform the claimant in writing of its acceptance or rejection of the claim, partially or totally. In case of acceptance, the Company must clarify the amount of indemnity, and how it was reached.
- **4.** The Company shall be committed to settle and pay the insurance claims by depositing the claim amount in the beneficiary's bank account directly through the claimant's International Bank Account Number (IBAN).
- 5. With observance of the periods set forth in Paragraphs 1 and 2 of the section (Claim Settlement Procedures), the Company shall settle the claim when submitted after repairs to the vehicle are made, provided that the claimant furnishes the insurer with actual invoices of auto repairs and the accident scene is attended by the authorized entity. The insurer shall also be provided with a vehicle damage report from an authorized entity, prepared after the accident and before auto repairs take place.
- 6. If the Company fails to settle the claim within the prescribed period for no legal reason, the claimant shall be entitled to submit a complaint at SAMACares website (www.Samacares.sa) or file a petition of dispute at the Committees for Resolution of Insurance Disputes and Violations to compel the insurer to settle the claim and indemnify the claimant for any expenses incurred as a result of the loss of use of their vehicle due to the insurer's delay in settling the claim.
- 7. In case of denial of the claim, whether fully or partially, the insurer shall:
 - a. Provide the claimant with the reasons for full/partial denial.
 - b. Inform the claimant of their right to submit a complaint at SAMACares website (www.Samacares.sa) or refer their case to the Committees for Resolution of Insurance Disputes and Violations stated in article 20 of the

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Cooperative Insurance Companies Control Law, to be considered by these committees.

c. Provide the claimant, upon their request, with copies of documents in support of the insurer's decision.

Cases which the company is committed to indemnify the third party while reserving the right of recourse against the person causing the accident:

First: The insurer shall have the right of recovery against the insured or driver to recover the amount paid to a third party in any of the following cases:

- 1. Any liability or expenses arising from or incurred when the insured vehicle is:
 - a- Used in contravention of the restrictions set forth in the insurance plan schedule.
 - b- Carrying a number of passengers exceeding the seating capacity of the vehicle, and it has been proved that the accident occurred because of such violation.
 - c- Driven against the direction of traffic.
 - d- Driven under the influence of drugs, alcohol or medications that a person is not allowed medically to drive after taking it.
 - e- Driven by a person under the age of 18 (according to the Hijri calendar) unless the said person is the insured or is included among the names of authorized drivers under the age of 18 in the insurance plan schedule.
 - f- Driven by a person who does not hold a proper class of license corresponding to the type of vehicle driven, according to the relevant laws and regulations, or in the event that an order is issued by a competent entity for the forfeiture of the driver's license, or the license was expired at the time of the accident unless it was renewed within (50) working days from the date of the accident.
 - g- The driver escaped the scene of the accident for no acceptable reason.
 - h- Running a red light.
- 2. Submitting inaccurate information in the insurance proposal form or concealing material facts.
- 3. If it is proved that the accident was deliberate.
- 4. Failure on the part of the insured to notify the insurer, within (20) working days, of any material changes to their disclosures in the insurance proposal form, with consideration to condition 1 of general condition section

Second: The insurer may recover the amounts paid to third parties from the person responsible for the accident, or the insured in case the vehicle was stolen or taken forcibly and he/she has not reported the theft to the concerned entities

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Third: The insurer must notify the insured within 20 working days from the date of the claim submission to where the above recovery cases may apply, the company may exercise its right of recovery within a year from the date of the claim settlement.

Exceptions (cases not covered under the section)

Insurers shall not be liable for paying any indemnities in any of the following cases:

- 1. Loss or damage to the insured vehicle, properties inside or outside the vehicle which belong to either the insured or the driver, or goods transported in the vehicle or placed in the insured's or driver's custody, control or care;.
- 2. Death or physical injury to the insured or the driver (Unless otherwise specified in the insurance plan schedule)
- 3. If the vehicle is used in any type of racing or for testing its speed or power;
- 4. If the vehicle is driven in areas that are normally off-limits to the public, such as airports or seaports, unless the vehicle is used for commercial purposes within the permissible scope;
- 5. Acknowledgement by the insured or the driver to bear the liability for the accident undeservedly for the purpose of harming the insurer;
- 6. If the accident is deliberately caused by an insured and a third party, which is proved in the accident report issued by the authorized entity to attend accident scenes:
- 7. Car drifting;
- 8. If the vehicle is being used or operated as working machinery;
- 9. Fines, financial penalties or bails, which may be imposed on the insured or the driver due to the accident; and
- 10. Any liability or expenses arising, directly or indirectly, from the following:
 - a. War, invasion, acts of foreign enemy, hostilities, warlike acts (whether war is declared or not), or civil war;
 - b. Rebellion, military or popular uprising, insurgence, revolution, usurping authority, martial laws, siege, or any events or reasons leading to declaration or continuation of martial laws, siege, or acts of vandalism and terrorism committed by person(s) working individually, on behalf of, or in relation with any terrorist organization. Terrorism means the use of violence for political, intellectual, philosophical, racial, ethnic, social, or religious purposes. Such use of violence includes putting the public and/or a segment thereof under a state of terror, causing turmoil, affecting and/or intervening in any of the government's operations, activities and/or policies, and/or causing any disturbance that negatively affects the national economy or any related sectors;
 - c. Strikes, riots, or civil or labor unrest;
 - d. Damage directly or indirectly caused by nuclear weapons, ionizing radiation, radioactive contamination resulting from any nuclear fuel or waste, or contamination due to nuclear fuel combustion. For the purposes of this exclusion, combustion shall include any nuclear fission; and



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e. Natural disasters such as hurricanes, earthquakes, floods, or volcanoes.

SECTION III - Optional Insurance coverage

These extensions are applied to the motor vehicles for which the benefits and extension of insurance cover are selected as indicated in the Schedule.

The Company may, on the basis of a written request by the Contributor (Insured), at the commencement of insurance cover or during the validity of this insurance and within the Terms and Conditions provided for in this Contract, extend this insurance cover to include indemnity against damages other than those stated in this insurance plan, provided that the Contributor (Insured) pays the additional contribution required, particularly the following.

1. Replacement of Motor Vehicles' rent:

In case the coverage of compensating the Insured for renting a Motor Vehicle Replacement is added, the Insured must obtain the Company's prior approval for renting the car, and shall provide a proof of renting a Motor Vehicle Replacement for the period agreed upon on the insurance plan Schedule. The indemnity shall be in accordance with the maximum indemnity value stated in the insurance plan Schedule, and the indemnity period shall start from the date of delivering the Motor Vehicle to the Repairing Party

- **a.** In the event the motor vehicle is not drivable due to the accident, the Company will reimburse the Contributor (Insured) for the actual expenses incurred for hiring a car from the accident date up to the date that repairs to the insured motor vehicle are completed.
- **b.** In the event that the motor vehicle is drivable after the accident, the indemnity will be effective from the date of handing over the motor vehicle to the workshop to the date that repairs to the motor vehicle are completed.
- **c.** In the event of motor vehicles theft, the indemnity for hiring a motor vehicle will be as follows:
 - 1) In case the stolen motor vehicle is not found, the validity date of indemnity will commence from the date of submitting the notification to the police and expire on the date of claim settlement.
 - 2) In case the stolen motor vehicle is found, the indemnity will commence from the date of submitting the notification and expire on the date that the stolen motor vehicle is found. Then paragraphs (a) and (b) of this Section will apply on the remaining period following the finding of the motor vehicle.

Subject to that the compensation period for the above cases does not exceed the period shown in the insurance plan schedule

2. Death and Physical Injuries and Medical Expenses for the Insured or Named Driver



If the Insured chooses to include death and physical injuries and medical expenses for the Insured or the Named Driver coverage, the Company shall compensate in accordance with the table of benefits stated in the below Schedule.

	Situation	Compensate
1	Death	SR. 100,000
2	Permanent disablement from attending	
	any employment or occupation	SR. 100,000
	whatsoever	
3	Total loss by physical severance at or	
	above the wrist or ankle of both hands or	SR. 100,000
	both feet	
4	Total loss by physical severance at or	
	above the wrist or ankle of one hand or	SR. 50,000
	one foot	
5	Permanent total loss of sight in both eyes	SR. 100,000
6	Permanent total loss of sight in one eye	SR. 50,000
7	Reimbursement of Expenses in respect of	SR.25,000
	medical and surgical treatment	311.23,000

The enforcement of the above Scale of Compensation shall be subject to the following:

- a. the company will not be obligated to pay compensation if the accident is a result of a direct or indirect cause of any criminal and/or aggressive act on the part of the subscriber (the insured) or the authorized driver
- b. Such compensation shall be payable only with the approval of the Contributor (Insured) or the Contributor (Insured)'s legal representative 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, or to the heirs in case of death.
- c. Compensation shall only be payable in respect of injury sustained by any persons carried inside the cabin of the motor Vehicle at the time of the accident.
- **d.** A report of an approved medical committee is required to compensate for disability and loss of vision in one eye or both eyes

3. Geographical Area Extension:

- This insurance plan shall include Geographical Extension cover with limits as mentioned in the insurance plan schedule, for Own Damage Only in respect of the insured vehicle, if the insured chooses to include this Optional cover
- This insurance does not apply to any law suit brought in or any judgment rendered by any court outside Saudi Arabia or to any action on such judgment wherever brought.





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 This coverage excludes any Third Party Liability claim, which may occur during the period of the above-mentioned Geographical Extension.

4. Roadside Assistance Service:

Towing Services:

Users can order a towing service from a menu of various options of towing trucks suitable for all types of private vehicles.

Tire Services:

Fixing all kinds of tire issues using on-site and off-site solutions.

Battery Services:

Jump starting a battery or replacing it with a new one or towing the vehicle to the nearest workshop to fix the problem.

Fuel Services:

Delivery of fuel inside and outside the city.

During the insurance plan Period, Customer can use Towing Service One time. Out of the other three services, customer can use one or all the three services maximum four times during the insurance plan period.

SECTION IV - GENERAL CONDITIONS

1. Change in Material Fact (Changes):

The insured shall notify the insurer, within 20 working days, of any material changes to the representations declared in the insurance proposal form. The insurer shall notify the insured in case it intends to increase the contribution rate, or return part of the contribution if the contribution is reduced. If no notification is sent to the Insured by the Company within (5) business days, then this shall indicate the Company approval to continue providing the coverage at the contribution rate agreed upon at the time of signing the insurance plan.

2. Subrogation:

In the event that a party other than the Insured or the Named Driver caused the damage or loss to the Motor Vehicle, and the Company compensated the Insured for this damage or loss or for death and physical injuries and medical expenses –if covered-, the Company has the right to subrogate the Insured and pursue the party causing the accident, or the Company of the party causing the accident for the indemnity incurred on the Motor Vehicle.

3. The company's right to conduct legal proceedings and settlement:

The Company shall have the right to:



- **A.** Represent the insured or driver in any investigation or interrogation related to a claim which is the subject of indemnity under this insurance plan.
- **B.** Handle defense proceedings for the insured or driver before any judicial body against any allegation or accusation related to an accident, which is the subject of indemnity under this insurance plan.
- **C.** The insured shall notify the insurer as soon as they become aware of any claim, inquest or investigation relating to the said incident, unless the delay is justified by an acceptable excuse.

4. Company's right to include the insured's name in the system of the company authorized to collect consumer credit information:

The Company has the right to include the name of the insured in the system of the company authorized to collect consumer credit information if the insured defaults on payment of insurance contributions due to the Company.

5. In the case of occurrence of a risk not excluded in the insurance plan, the insured or driver shall:

- a. Inform the concerned entities as soon as an accident occurs and not leave the accident scene until procedures are completed, except in cases where it is necessary to leave, e.g. in the case of physical injuries.
- b. Not to claim responsibility with the intention of harming the insurer, pay or undertake to pay any amount to any party involved in the accident except after obtaining a prior written approval from the Company.
- c. Cooperate with the Company and issue powers of attorney enabling the insurer to carry out the proceedings, defending and settlement procedures on behalf of the insured or the driver.
- d. Perform, at the Company's expense, all required actions to guarantee the insurer's right to recover, from any other party, any amounts due as a result of indemnity paid by the Company under this insurance plan.

6. Fraud:

The rights arising from this insurance plan shall be forfeited if the claim involves fraud; if the insured, driver, an agent thereof, or a third party uses fraudulent approaches or methods to gain benefit from this insurance plan; or if liability or damage results from a deliberate act by, or collusion with, the insured, driver, or others. The company shall have the right to recover against any party found to be responsible for such fraud, whether as a conspirator or an accomplice, provided that the company shall indemnify the third party if it becomes clear that they acted in good faith.

7. Cancellation:

- 1) The Insured or the Company may not cancel the insurance plan, except in the following cases:
 - a- Existence of a valid third-party liability insurance plan or a Comprehensive insurance plan.
 - b- Cancellation of the Motor Vehicle's registration.
 - c- Transfer of ownership of the Motor Vehicle to another owner.

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- 2) The Company shall refund to the Insured the due amount by crediting the amount to the Insured's bank account via IBAN, within three business days from the date on which the Company become aware of the occurrence of any of the cases mentioned above.
- 3) The return Contribution payable to the Insured is calculated by subtracting the elapsed days from the total insurance plan's term (in days) and then dividing the result by the total insurance plan's term (in days). The result is then multiplied by the insurance Contribution less commission, and administrative fees (a maximum of SAR 30) in order to determine the return Contribution payable to the Insured minus the value of claims. To be as shown below:
 - (365 elapsed days) /365 × (insurance contribution- commission less administrative fees (a maximum of SAR 30) value of claim) = return contribution.
- 4) The Company is exempted from its obligation to pay the return Contribution in case of a claim — related to the insurance plan to be cancelled and the Motor Vehicle— with a value exceeds the amount to be refunded as per the calculation formula mentioned above. Notwithstanding the foregoing, the Company, Insured and Named Driver shall remain bound by the provisions of the insurance plan with respect to the obligations arising prior to its cancellation
 - 8. insurance plan issuance and renewal notification:

Company may not issue the insurance plan unless they are electronically connected to the system of the company approved by SAMA to collect, maintain, and exchange insurance information. The Company shall notify the insured of the expiry date of the insurance plan (20) working days before it expires, so that the insured can renew or replace the insurance plan with another insurance plan from another insurer.

9. Judicial jurisdiction and governing law:

- a. Any dispute that arises concerning this insurance plan shall be subject to laws and regulations in force in the Kingdom of Saudi Arabia and shall be settled by the Committees for Resolution of Insurance Disputes and Violations, as set forth under Article 20 of the Cooperative Insurance Companies Control Law promulgated by Royal Decree No. (M/32) dated 02/06/1424H.
- b. Any dispute arising concerning this insurance plan shall not be looked into after the lapse of five years from the occurrence of the incident forming the basis of the claim, and of which the parties concerned are aware, unless the Committees for Resolution of Insurance Disputes and Violations are satisfied with the reason for considering the claim.
- **10.** Participating in the Surplus of Insurance Operations (Concept of Cooperative Insurance):

As per article 70 (2e) of the Implementing Regulations of the Law on Supervision of Cooperative Insurance Companies promulgated by Royal Decree No. (M/32) dated

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2.6.1424 H. which states that "10% of the net surplus shall be distributed to the Planholders directly, or in the form of reduction in contribution for the next year. The remaining 90% of the net surplus shall be transferred to the shareholders' income statement," (as compensation for provided services).

11. Arabic to Prevail: In the event of any difference in meaning between the Arabic and English texts in this insurance plan, the Arabic text shall prevail.

Value Added Tax VAT:

The amounts stated in this insurance plan and its endorsements have been charged VAT - where applicable -according to the prevailing rate as per KSA VAT LAW

Documents Necessary to Submit a Claim			
		Fill and sign the claim form, and the claimant must be authorized to submit the claim	
		officially or bring an authorization if he is not the owner of the vehicle.	
		The accident notification issued by Najm Insurance Services Company, indicating the	
		date and number of the accident, as a result of which Najm Company will send the	
		data related to the accident to the insurance company. In the event that the accident	
		was initiated by the traffic, the original traffic report and the Basher report must be	
		brought.	
		declaration and a report from the traffic.	
		The report issued by the Estimation Center (Taqdeer) or the estimates of three workshops approved by the General Traffic Department with the price or invoice for	
		spare parts, in the event that there is a percentage involved in the accident and the	
		percentage of the third party at fault is 100%.	
		Clear photos of the vehicle affected by the damage with the plate number and chassis	
		number.	
		Copy of driving license, vehicle registration form and personal ID with the original ones	
		of the driver at the time of accident.	
		In case of fire or disaster, the civil defense report	
		In case of theft, a police report and a search circular, and a print from Traffic confirming	
		that the vehicle was not found after a period of three months, and handing over all the	
		original keys.	
		In case of an injury and the insured has personal accidents coverage the	
		compensation will be according to insurance plan wording with the need of providing the company a copy of the medical report from the Govt. authority.	
		In case of death and the insured has a personal accidents coverage, a copy of the	
		death certificate with the original will be sufficient for conformity.	
		Claims could be submitted in one of the following ways:	
		The Company's website.	

Claims Offices at Branches (Riyadh, Jeddah, Dammam).



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You are kindly advised not to start repairing the vehicle before getting our consent to start the repair.

How and when will the compensation and claim procedures finish (End-be completed)?

Upon receiving any claim, Medgulf shall provide the applicant with a receipt or a text message stating that the claim has been received, and inform him of any deficiencies within seven days of receiving it. Medgulf shall also appoint an inspection expert or loss estimator if necessary within a period of time not exceeding three days from the date of Receipt of the claim.

- 2. Medgulf shall inform the claimant in writing of the acceptance or rejection of the claim. If the claim is accepted, Medgulf shall clarify the amount of compensation and how to obtain it. In the event that the claim is rejected, Medgulf shall comply with the following:
- a- Provide the claimant with the reasons for rejection.
- b- Inform the claimant of the possibility of submitting his claim to the committees to settle disputes and violations of insurance provided for in Article 20 of the control system of cooperative insurance companies for consideration by the committees.
- C- Provide the claimant with a copy of the documents supporting the decision of MEDGULF, in case the claimant requests that from MEDGULF in writing.