


## **PRIVATE MOTOR INSURANCE POLICY**

**In Case of Accident, Please Call Najm for Insurance Services**

**92 0000 560**

**Customer Service**

**8004414442**

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

**WHEREAS** the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

**NOW THIS POLICY WITNESSETH** that in respect of events occurring during the Period of Insurance and subject to the terms exclusions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as "the terms of this Policy")

## SECTION I - LOSS OR DAMAGE

- (1) The Company will indemnify the Insured against loss or damages to any Motor Vehicle specified in the Schedule hereto and its accessories and spare parts whilst thereon including whilst being transported (including the process of loading or unloading incidental to such transport) by road, rail inland waterway lift or elevator.
  - (2) The Company may at its own option repair, reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage. If to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage. The liability of the Company under sub-section (1) of this Section shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Company's liability shall be limited to the reasonable market value of the Motor Vehicle or its parts or accessories at the time of the loss or damage but not exceeding the Insured's estimate of value stated in the Schedule.
- In case of accident which necessitates replacement of parts by new ones then the Company will deduct from the cost of such parts, the following depreciation on:
- 10% during the 1st year of registration.
  - 15% during the rest years.
- (3) In case of accident necessitating the supply of a part not obtainable in the country in which the Motor Vehicle is held for repair or in the event of the company exercising the option to pay in cash the amount of the loss or damage, the liability of the company in respect of any such part shall be limited to:
    - (a) 1. The price quoted in the latest price list issued by the Manufacturer's Agent for the Country in which the Motor Vehicle is held for repair, **or**
    2. If no such price list exist, then the price list obtained of the Manufacturer plus the reasonable cost of transport to the Country in which the Motor Vehicle is held for repair and the amount of the relative import duty.
  - (b) The reasonable cost of replacing such part.
  - (4) If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will, subject to the Limits of Liability, bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.
  - (5) The Insured may authorize the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that:
    - (a) The estimated cost of such repair does not exceed SR. 1,500.
    - (b) A detailed estimate of the cost is forwarded to the Company without delay.

## EXCLUSIONS TO SECTION I

The Company shall not be liable to pay for:

- (a) Consequential loss.
- (b) Depreciation wear and tear mechanical or electrical breakdown failures or breakages.
- (c) Damage to tires unless damage is caused to other parts of the Motor Vehicle at the same time.
- (d) Telephones and other additions unless specifically insured.

## SECTION II – LIABILITY TO THIRD PARTIES

- (1) Indemnity to the Insured or the Authorized Driver.  
The company will, subject to the Limits of Liability, indemnify the Insured against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:
  - (a) Death of or bodily injury to any person.
  - (b) Damage to property.

As a result of an accident caused by the insured vehicle whether being driven inside the Kingdom of Saudi Arabia; and as per the terms, conditions and exceptions of the unified insurance policy for the third party liability of Motor Vehicles adopted by the decision of the Saudi Arabian Monetary Agency No. 4/433 dated 15/01/1433H, in addition to the Royal decree No. 43108 dated 02/10/1432H by which blood money was increased from SAR 100k to SAR 300k for death caused unintentionally and 400k for murder.
- (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 representatives in the terms and subject to the limitations which applied to such person.
- (3) In the event of accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.
- (4) The Company may at its own option:
  - (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this section
  - (b) undertake the defense 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.
- (5) The Company will pay all costs and expenses incurred with its written consent.
- (6) The Company has the right to seek recovery from the Insured Member or the Driver after paying for third party within all legal means should the recovery be justified as specified in the abovementioned policy.

## EXCLUSIONS TO SECTION II

The Company shall not be liable:

- 1- Any responsibility or cost arising from the following:
  - (a) War, invasion, act of foreign enemy, hostilities (whether war is declared or not) or civil war.
  - (b) Riot, military or civil uprising, revolution, disobedience, martial law, blockade or any event causing the continuation of martial law, blockade, acts of sabotage, or acts of terrorism caused by one person or a group of people acting independently or associated with a terrorist organization. Terrorism is defined as any usage of hostility for political, cultural, philosophical, racial, social or religious reasons. It includes usage of hostility and/ or spreading fear among small group of people or the public; or influencing and/ or causing strikes and/ or intervening in any acts and/ or policies within the government jurisdiction. Or causing a strike negatively affecting the national economy or any of its sector.
  - (c) Strikes, riots, or civil/ labor strikes.
  - (d) Any event caused by ionizing radiations, nuclear weapons, radioactive pollution as a result of nuclear fuel, nuclear waste caused by nuclear combustion; including any nuclear fusion.
  - (e) Natural hazards like hurricanes, earthquakes, flood or volcanoes
- 2- Death or bodily injury to the Insured or the Driver.
- 3- Loss or damage to the vehicle insured, or any belongings to the Insured or the Driver inside or outside the vehicle.
- 4- Damage or loss of goods transported through the Insured vehicle.
- 5- Fines, financial penalties, guarantees, securities instated against the Insured or the driver and arising from the accident.
- 6- Accidents taking place outside the geographical territory stated in the policy schedule.

## SECTION III – MEDICAL EXPENSES

The Company will subject to the Limits of liability specified on the Schedule hereto pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or his driver or any occupant of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle.

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall effect the right of any person entitled to indemnity under this 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.

## GENERAL EXCLUSIONS

The Company shall not be liable in respect of:

- (1) any accident, loss, damage or liability caused, sustained or incurred:
  - (a) As a direct or indirect result of traffic violation: crossing a red traffic light or driving on the wrong side of the road.
  - (b) outside the Geographical scope specified in the Schedule hereto.
  - (c) whilst the Vehicle is not used in accordance with the limitations of the vehicle license or its seating capacity is exceeded.
  - (d) whilst the vehicle is used for hire, racing, competitions or rallies.
  - (e) whilst the vehicle is being driven by any person who is under the influence of intoxicating liquor or drugs.
- (2) Any accident, loss, damage, liability, cost or expense directly or indirectly, proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:
  - (a) (i) War, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, any act of terrorism.  
(ii) Any action to control, prevent or suppress any of the events enumerated in (i) above.  
For the purpose of this exclusion, "Terrorism" shall mean the use of violence for political ends or for the purpose of putting the public or any section of the public in fear.
  - (b) strike, riot, civil commotion
  - (c) detention seizure confiscation or any attempt thereof
  - (d) flood typhoon hurricane cyclone tornado volcanic eruption earthquake hail or other convulsion of nature or by any direct or indirect consequence of any of the said occurrences.  
In the event of any claim hereunder the person claiming to be indemnified shall prove that the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- (3) Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (4) (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.  
(b) 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. Solely for the purposes of this exclusion combustion shall include any self-sustaining process of nuclear fission.
- (5) Any accident loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

## CONDITIONS

- (1) This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
- (2) The due observance and fulfillment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent or any liability of the Company to make any payment under this Policy.
- (3) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- (4) The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.
- (5) In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. 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 or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry 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 or any person claiming to be indemnified 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 or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person 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 and such person shall give all 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 II - 1 (b) of this Policy the Company may pay to the Insured or any person claiming to be indemnified the full amount of the Company's liability under Section II - 1 (b) 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 or such person 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 nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or such person or by any claimant or other person after the Company shall have relinquished such conduct.
- (8) If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under Exclusion (a) (ii) to Section II of this Policy.
- (9) The Company may cancel this Policy by sending a thirty day's notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the policy has been in force or the Policy may be cancelled at any time by the Insured on seven days notice and (provided no claim has arisen during the current period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's short period rates mentioned below for the period the Policy has been in force.
- (10) Arbitration: Any dispute or controversy arising out of or in connection with this Policy shall be settled by Arbitration according to the rules of the Arbitration Regulations issued by the Royal Decree No. M/46 dated 12/7/1403H and any supplements or amendments thereto.

(11) Participating in the Surplus of Insurance Operations (Concept of Cooperative Insurance), The Company shall determine at the end of each financial year the Net Surplus arrived at by adding to the Gross Surplus, or deducting from it, the Policyholders share of the Investment Income after computing their share of the income and deducting their share of incurred expenses. Ten percent (10%) of said Net Surplus shall be distributed to all Policyholders, each proportionately to his premium, by reducing the premium of the following year.

(12) Notices;

- (a) Every notice and other communication to the Company required by these Conditions must be written or printed.
- (b) The Company is under no obligation to notify the Insured of the expiry of the Policy. The Company shall be free from all liability on expiry of the Policy unless the same is renewed and duly confirmed by the Company in writing.

(13) Arabic to Prevail: In the event of any difference in meaning between the Arabic and English texts in this Policy, the Arabic text shall prevail.

### ■ Short Period Rates-Article No. 9-

PERIOD OF INSURANCE	% OF ANNUAL PREMIUM
NOT EXCEEDING ONE WEEK	10%
NOT EXCEEDING ONE MONTH	20%
NOT EXCEEDING TWO MONTHS	30%
NOT EXCEEDING THREE MONTHS	40%
NOT EXCEEDING FOUR MONTHS	55%
NOT EXCEEDING SIX MONTHS	70%
NOT EXCEEDING EIGHT MONTHS	80%
EXCEEDING EIGHT MONTHS	100%

### ■ Procedures to be Followed in Case of Accident

At the Time of the Incident:

Dear Client... Inform the Company by Fax or Official Letter Giving Details of:

- Your Policy number.
- Complete details of vehicle with Plate and Chassis No.
- Details of date of Accident.
- Brief description of damage if possible.
- Arrange for the vehicle to be surveyed by our claims department staff.

### Documents Necessary to Submit a Claim

- Copy of insurance certificate or insurance card.
- Fill and sign the claim that must be done by the authorized or official concerned person. "Provide a mandate in case claimant wasn't the owner."
- Notice of the accident from Najm indicated with the date and the incident number. Najm will send data to the company. In case accident was handled directly by traffic original copy of their report is required.
- Original copy of traffic's repair permission.
- Estimation of three approved workshops with the invoice price for spare parts.
- Estimation of Sheikh Al Maaredh if the cost of repair is expensive. (above SR 5,000)
- Clear photos of the vehicle affected by the damage with the plate number.
- Copy of driving license, vehicle registration and personal ID with the original ones.
- In case of injuries: official Panel Report, forensic medical report and copy of the injured person's ID.
- In case of death: Copy of death certificate, insured's ID, and original forensic instrument.

### How and When Will the Compensation and Claim Procedures Finish (End-Be Completed)?

After completion of all required documents, Claim will be reviewed by concerned department within a maximum period of 15 days. If the claim was accepted and matches with the policy terms. MedGulf will directly compensate the claimant after signing final clearance attached with copy of the ID, check and quitance. Recipient should be either the claimant or any authorized person officially designated on his/her behalf. With diligence to ascertain the identity of the person that is responsible or concerned claimant or the person on behalf with a copy of official delegation and ID.

Kindly do not start Repairing the vehicle before getting our consent to start the repair.

### ■ Personal Accident For Driver & Passengers

In consideration of the payment of the additional premium, the Company undertakes to pay compensation on scale provided below for bodily injury, as hereinafter defined, sustained by any driver of and any person whilst mounting into, dismounting from or travelling in the Motor Vehicle(s) described in the schedule hereto and caused by violent accidental and visible means which independently of any other cause (excepting medical or surgical treatment upon such injury) shall within three calendar months of the occurrence of such injury result in one of the following losses:

1.	Death	SR. 100,000
2.	Total and irrecoverable loss of all sight in both eyes	SR. 100,000
3.	Total loss of both hands or both feet or of one hand together with one foot	SR. 100,000
4.	Total loss of one hand or one foot together with total and irrecoverable loss of all sight in one eye	SR. 100,000
5.	Total and irrecoverable loss of all sight in one eye	SR. 50,000
6.	Total loss of one hand or one foot	SR. 50,000

Total loss of hand or foot means loss by physical severance at or above the wrist or ankle.

#### Provided Always That:

- (a) Compensation shall be payable under one only of items (1) to (6) above in respect of any one person arising out of one occurrence and the total liability of the company in respect of any one person shall not in the aggregate exceed the sum of SR.100,000.00 during the period of insurance.
- (b) Such person is not less than 18, nor more than 65 years of age at the time of such injury.
- (c) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part resulting from (1) intentional self injury, suicide or attempted suicide, physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (d) Compensation shall be payable only with the approval of the insured and directly to the injured person or to his/her legal personal representatives whose receipt shall be full discharge in respect of the injury to such person.
- (e) If the number of persons (Including the driver) in the Motor Vehicle at the time of the occurrence exceeds the lawful seating capacity of said vehicle, the Company shall be liable only for a pro-rata proportion of the compensation which would otherwise be payable.
- (f) In the event of any person being entitled to benefit under this or any other Motor Policy with this company, compensation shall be recoverable under one Personal Accident cover only.

All other terms, conditions, exceptions and exclusions of the policy remain unchanged.

**This coverage will only be valid if stated as covered in the policy schedule.**

## ■ Replacement Vehicle Coverage

It is hereby agreed and understood that Rent-A-Car facility and/or replacement car facility has been incorporated in the policy subject to the following:

- a. The insured vehicle is not drivable due to damages resulting from a covered accident and that has been notified to the insurance company.
- b. Duration: From the date of Hand-over of the insured vehicle to the workshop up to the date on which the vehicle is repaired or declared unrepairable – total loss.
- c. Up to maximum 15 days per event, and SR 100 per day.

In consequence of the foregoing, an additional premium as agreed is hereby charged to the insured.

All other terms, conditions, exceptions and exclusions of the policy remain unchanged.

**This coverage will only be valid if stated as covered in the policy schedule.**

## ■ Geographical Extension

It is hereby understood and agreed that within the specified period, the policy is extended to include the Geographical Limits as mentioned in the policy schedule for Own Damage Only in respect of the insured vehicle.

It is further understood and agreed that 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.

It is also further understood and agreed that this endorsement excludes any Third Party Liability Claim and/or Personal Accident to Driver or Passenger Claim, which may occur during the period of the above-mentioned Geographical Extension.

In consequence of the foregoing, an additional premium as agreed is hereby charged to the insured.

All other terms, conditions, exceptions and exclusions of the policy remain unchanged.

**This coverage will only be valid as mentioned in the policy schedule**

## ■ Natural Hazard Extension

It is hereby agreed and understood that the policy extended to cover the damages caused by Natural Hazard (i.e. Flood, typhoon, hurricanes, cyclone, tornado, volcanic, eruption, earthquake hail or other convulsion of nature) up to maximum limit of SAR 15,000.

In consequence of the foregoing, an additional premium as agreed is hereby charged to the insured.

All other terms, conditions, exceptions and exclusions of the policy remain unchanged.

**This coverage will only be valid if stated as covered in the policy schedule**