

**PRIVATE MOTOR INSURANCE**  
**TERMS AND CONDITIONS**

Bahrain Kuwait  
Insurance (BSC)

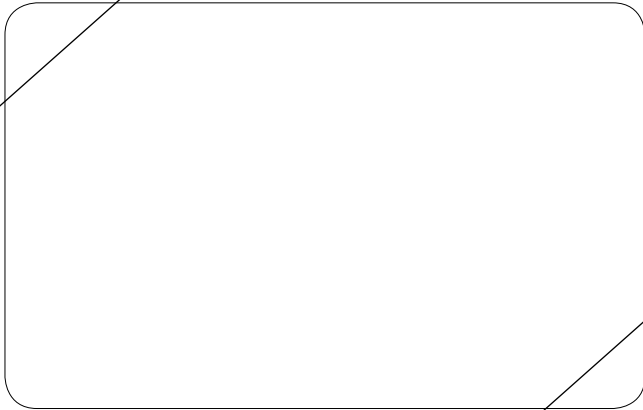
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GULF  
INSURANCE  
GROUP



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## PRIVATE MOTOR POLICY DOCUMENT

### POLICY COVERAGE

Please read this Policy Document, the Certificate of Insurance and the Policy Schedule and make certain that they are in accordance with your requirements.

### DEFINITIONS

#### 1. COMPANY

Bahrain Kuwait Insurance Company B.S.C. (c)  
Bahrain.

#### 2. INSURED

The Policy Holder whose name is stated in the Policy Schedule.

#### 3. AUTHORIZED DRIVER

Any person authorized by the Insured to drive and who has a driving license approved by local licensing authority authorizing him to drive the Insured Vehicle.

#### 4. INSURED VEHICLE

Any Private Motor Vehicle identified in the Policy Schedule of this Policy and owned by the Insured.

#### 5. POLICY SCHEDULE

Issued with and forming part of the Policy and which shows the details of the Insured and Insurance protection provided.

#### 6. PROPOSAL

Request by the Insured giving information required by the Company for considerations of proposed insurance.

#### 7. CERTIFICATE OF INSURANCE

A document issued as evidence of the insurance cover for the Insured Vehicle.

#### 8. EXCESS

The first amount of each and every loss or damage to the Insured Vehicle which the Insured has agreed to bear and for which the Insured has enjoyed a discount from the insurance premium.

#### 9. COMPULSORY EXCESS

The first amount of each and every loss or damage to the Insured Vehicle which the Insured will bear.

#### 10. HIRE PURCHASE

An agreement entered into by the Insured and a Bank or a financial institution which evidences that the Bank or financial institution has joint legal title to the Insured Vehicle together with the Insured.

***This Policy Document, the Proposal, the Policy Schedule, the Certificate of Insurance and any endorsements issued thereon should be read together and form the contract between the Company and the Insured.***

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 the policy witnesseth:

That in respect of events occurring during the period of insurance and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the terms of the policy).

### **SECTION I: LOSS OR DAMAGE (COMPREHENSIVE COVER)**

1. The Company will indemnify the Insured against loss or damage to the Insured Vehicle and its accessories and spare parts whilst thereon:
  - a) By accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear.
  - b) By fire, external explosion, self-ignition or lightning or burglary, house breaking or theft.
  - c) By malicious act of any third party.
  - d) Whilst in transit (including the process of loading and unloading incidental to such transit) by road, rail, inland waterway, lift or elevator.
  - e) By impact of any dropped or flying objects or articles.
2. At its own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Insured Vehicle or any part thereof or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Insured estimate of value stated in the schedule shall be the maximum amount payable by the company in respect of any claim for loss or damage. If to the knowledge of the Company the Insured Vehicle is a subject of a Hire Purchase agreement mortgaged or leased any payment by the Company for the total loss constructive total loss or destruction of the Insured Vehicle shall be made to legal owner whose receipt shall be a discharge of any claim under this Section.
3. If the Insured Vehicle is disabled by reason of loss or damage insured under the policy, the Company will, subject to the limits of liability, bear the reasonable cost of protection and removal to the nearest repairs within the country where the loss or damage was sustained.
4. The Insured may authorize the repair of the Insured Vehicle necessitated by damage for which the Company may be liable under the policy provided that:
  - a) The estimated cost of such repair does not exceed the authorized repair limit.
  - b) A detailed estimate of the cost is forwarded to the Company without delay.

### Exceptions to Section I

**The Company shall not be liable to pay for:**

- a) Loss of use or consequential loss, depreciation or wear and tear, mechanical or electrical breakdown or failure or breakage.
- b) Damage caused by overloading or strain.
- c) Damage caused by explosion of any tank forming part of or attached to or on the Insured Vehicle.
- d) Damage to tires unless such damage is caused by an accident occurred to the Insured Vehicle.
- e) Loss of or damage to the load carried by the Insured Vehicle or to any additional fixed equipments/ accessories such as telephones and televisions or to any other properties in the Insured Vehicle, which are not expressly stated in the policy or endorsed thereon, and for which an additional premium was not charged.
- f) Fines or penalties.

### **SECTION II: LIABILITY TO THIRD PARTY**

1. The Company will subject to the limits of liability indemnify the Insured in the event of accident caused by or arising out of the use of the Insured Vehicle or in connection with the loading or unloading of the Insured Vehicle 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 excluding members of his family or his employees or servants.
  - b) Damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or any member of the Insured's household or being conveyed by the Insured Vehicle.
2. In terms of and subject to the limitations of and for the purposes of this Section, the Company will indemnify any Authorized Driver who is driving the Insured Vehicle provided that such Authorized Driver:
  - a) Shall as though he were the Insured observe, fulfil, and be subject to the terms of the policy in so far as they can apply.
  - b) Is not entitled to indemnity under any other policy.
3. In the event of the death of any person entitled to indemnity under this Section, the Company will irrespective of the liability incurred by such person indemnify his legal representatives in terms of and subject to limitations of such Section provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms of this policy as they can apply.
4. The Company will pay all costs and expenses incurred with their written consent.

5. 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 for his indemnifying third parties by the consent of the Company or by order of the court.
6. The Company may at their own option:
  - a) Arrange for representation of the Insured at any inquest or fatal inquiry in respect of any accident 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.

#### Exceptions to Section II

##### The company shall not be liable in respect of:

1. Death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Insured Vehicle for loading thereon or the taking away of the load from the Insured Vehicle after unloading therefrom.
2. Death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.
3. Damage of property belonging to, held in trust by or in custody of or control of the Insured or a member of the Insured household or being conveyed by the Insured Vehicle.
4. Damage to any bridge, weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the Insured Vehicle or of the load carried by the Insured Vehicle.
5. Damage to property caused by sparks or ashes from the Insured Vehicle.
6. Damage to property caused by or arising out of the explosion of a tank forming part of, attached to or on the Insured Vehicle.

#### SECTION III: TOWING DISABLED VEHICLES

This Policy shall be operative whilst the Insured Vehicle is being used for the purpose of towing anyone disabled mechanically propelled vehicle and the Company will indemnify the Insured subject to the terms of Section II in respect of liability in connection with such towed vehicle provided that:

- a) Such towed vehicle is not towed for reward.
- b) The Company shall not be liable by reason of this Section in respect of damage to such towed vehicle or property being conveyed thereby.

## SECTION IV

### 1. Compulsory Excess

In the event of any claim arising under Section I of this policy in respect of an accident occurring whilst the Insured Vehicle is being driven by:

- a) Any person under the age of 25 years.
- b) Any person who is the holder of a learner's driving license whilst he is under the supervision of driving instructor.
- c) Any person who is the holder of a full driving license which has been in force for less than two years.

The Insured in respect of each and every event shall be responsible for the amount of BD150/- (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder, it being understood that in relation of any such claim the above amount shall apply in addition to any other amount for which the Insured may be responsible under the terms of this policy. If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder, such amount shall be repaid by the Insured to the Company forthwith.

The Compulsory Excess shall not apply to loss or damage caused by fire, external explosion, self-ignition or lightning or burglary, housebreaking or theft; for the purpose of this clause the expression event shall mean an event or series of events arising out of one cause in connection with the Insured Vehicle.

### 2. Excess

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this policy the Insured in respect of each and every event shall be responsible for the amount mentioned in the Policy Schedule or Certificate of Insurance under Excess (or any less expenditure which may be incurred) of any expenditure for which provision is made hereunder. If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith. For the purpose of this clause the expression "event" shall mean an event or series of events arising out of one cause in connection with the Insured Vehicle.

### 3. Settlement of Claim

In the event of an accident giving rise to a claim under Section I the following procedure shall apply:

- a) In the case of a partial loss where some damaged parts are to be replaced the making good of the loss shall be by fitting used parts from a similar model vehicle or, if not available, by new parts in which case the Company shall charge a rateable allowance for betterment as follows:



Age of Insured Vehicle since manufacture	Rate of depreciation
Up to 3 years	Nil
4 years	10%
5 years	20%
6 years	30%
7 years	40%
Over 7 years	50%
Tires, Exhaust and Battery above 6 months	50%

- b) If the necessary damaged parts are not available in Bahrain and if the Insured opts for having these parts purchased abroad, the Company shall reimburse the cost of such parts including the reasonable cost of transport and import duty provided always total cost shall not exceed the latest price known in the market.
- c) In case of total loss or constructive total loss, the maximum liability of the Company shall be the insured value or the market value at the time of loss whichever is less.
- d) It is also condition of this insurance that the restoring of the damage shall be carried out at any authorized car repair workshop the Company may see competitive to carry out such necessary repair. Should the Insured opt for a different workshop the Company's liability then shall be restricted to the lowest estimate obtained and reimburse the Insured on presentation of his vehicle for inspection after repair.

### AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

Nothing in this policy or any endorsement hereon shall affect 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 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 legislation.

### GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. Any accident, loss, damage or liability caused, sustained or incurred:
  - a) Outside the geographical area stated in this policy.
  - b) Whilst any Insured Vehicle in respect of which indemnity is provided by this policy is:
    - i) Being used otherwise than in accordance with the limitations as to use.
    - ii) Being driven by or for the purpose of being driven by him in the charge of any person other than the Authorized Driver.
2. Any accident, loss, damage or liability caused, sustained or incurred whilst the driver of any Insured Vehicle under this policy is under the influence of intoxicating liquor or drugs.

3. Any accident, loss, damage or liability (except so far as is necessary to meet the requirements of legislation) directly or indirectly, proximately or remotely occasioned by, contributed to or traceable to or arising out of or in connection with:
  - a) Flood, typhoon, hurricane, volcanic eruption, earthquake, hailstorm or other convulsion of nature.
  - b) Invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, strike, riot, civil commotion, sabotage and terrorism, mutiny, rebellion, revolution, insurrection, military or usurped power detention seizure or confiscation or any attempt threat.

Or by any direct or indirect consequences of any claim hereunder the Insured shall prove the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to or traceable to any of the said occurrences or any consequence hereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

4. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such an agreement.
5. Any liability incurred or a sum not recovered as a result of an agreement or contract between the Insured or any person seeking indemnity and others.
6. Any accident, loss, or damage to any property whatsoever or any loss of expenses whatsoever resulting or arising therefrom or any consequential loss or any liability whatsoever nature directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
7. Any accident, loss, damage or liability caused sustained or incurred as a result of the ownership, operation or maintenance of any vehicle which to the knowledge of the Insured is regularly used in airport premises.
8. Any accident, loss, damage or liability directly or indirectly caused by or contributed to or arising from nuclear weapons material.
9. Any accident, loss, damage or liability directly or indirectly sustained on airport premises or race track and any other premises to which the public have no free vehicular access.
10. Any accident, loss, damage or liability caused by infidelity, fraud or willful act of the Insured or his family member or the Authorized Driver of the Insured Vehicle.
11. If the driver of the Insured Vehicle has fled the accident, the Company will not be responsible for any damage to the Insured Vehicle, and the Company reserves its full rights to revert against the Insured in order to recover any sums it may be obliged to pay a third party for a material damage or bodily injury (Article No. 8 of Law No. 3 of 1987).
12. Any accident or loss or damage or liability as a result of illegal crossing of red traffic signal (Article No. 8 of Law No. 3 of 1987).

## CONDITIONS

1. This Policy Document, the Proposal, the Policy Schedule, the Certificate of Insurance and any endorsements issued thereon should be read together and form the contract between the Company and the Insured 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. Every notice or communication to be given or made under this policy shall be delivered in writing to the Company.
3. The Insured shall take all reasonable steps to safeguard the Insured Vehicle from loss or damage and to maintain the Insured Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Insured Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Insured Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Insured Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Insured Vehicle shall be excluded from the scope of the indemnity granted by this policy.
4. 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 write summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given immediately to the Company once the Insured becomes aware of any impending prosecution, inquest or fatal injury 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 conveyance of the offender.
5. No admission, offer, promise, or payment shall be made by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in his name for their 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 all such information and assistance as the Company may require.
6. At any time after the happening of any event giving rise to a claim or series of claims under Section II-1 (a) and (b) of this policy the Company may pay the full amount of the Company's liability under Section II-1 (a) and (b) and relinquish the conduct of any defense 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 defense settlement or proceedings or of the Company's relinquishing such conduct nor shall the Company be liable of any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished conduct.

7. a) The Company may cancel Section I of this policy by sending seven days 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 enforce. Likewise the Insured may also cancel Section I of this policy at any time by giving seven days notice to the Company in writing by registered letter and (provided no claim has arisen during the current period of insurance) the Insured shall be entitled to a return of premium, at the Company's short period rates for the period the Policy has been in force as follows:

Covered period	Percentage of the annual Premium retained
Not exceeding one week	12.5%
Not exceeding one month	25%
Not exceeding two months	37.5%
Not exceeding three months	50%
Not exceeding four months	62.5%
Not exceeding six months	75%
Not exceeding eight months	87.5%
Exceeding eight months	Full Premium

- b) Section II of this policy **cannot be cancelled** by the Company or the Insured during the validity of the traf c registration of the Insured Vehicle. The policy can be cancelled at any time by the Insured if the traf c registration is cancelled or a new policy has been issued for the same Insured Vehicle covering the same period of insurance and the Insured shall be entitled to a return of premium at the Company's short period rates stated in (a) above for the period the policy has been in force provided no claim has arisen during the current period of insurance.
8. In the event of an accident giving rise to a total loss or constructive total loss claim under Section I of this policy, the cover granted by this policy shall automatically be cancelled as from the date of the accident and in such event the Insured shall not be entitled to return of premium for the unexpired period of insurance.
9. In the event of an accident giving rise to a total loss or constructive total loss claim under any section of this policy, the ownership of the Insured Vehicle and any other accessories will be transferred to the Company prior to settlement of the claim.
10. 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 their 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 they would have been relieved under Section II – 2 (b) of this policy.
11. All dif erences arising out of this policy shall be referred to arbitration. The arbitration procedure shall be carried out according to the contents of chapter seven and subsequent chapter of Legislative Decree No. 12 of the year 1976 and its amendments that deal with the Law on civil and commercial proceedings in the Kingdom of Bahrain.

If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaims have been referred to arbitration under the provision herein contained then the claim shall for the purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.

12. The due observance and fulfillment of the terms of this policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.
13. This policy shall be governed by and construed in accordance with the Laws of the Kingdom of Bahrain and the courts of the Kingdom of Bahrain shall have jurisdiction over any differences or disputes arising out of this policy.
14. In case of dispute on the interpretation of the provisions of this policy, the Arabic text shall prevail.

#### **Notice to the Insured**

No alteration in the terms and conditions of neither this insurance nor any endorsement hereon will be held valid unless the same is recognised and initialed by the duly authorized representative of the Company. No renewal receipts are valid unless they are on the Company's printed form and under the signature of a duly authorized representative.

## ADDITIONAL AND OPTIONAL BENEFITS

**Important Note: Not all the benefits mentioned below are necessarily included in your policy. Please refer to your policy schedule, which states the additional and optional benefits you are entitled for.**

### 1. Perils of Nature

It is hereby understood and agreed that the within mentioned policy is extended to cover loss or damage to the Insured Vehicle arising out of or in connection with flood, typhoon, hurricane, storms, earthquake, hailstorm, or other convulsions of nature.

### 2. Agency Repair

The Insured is entitled for the repairs to be carried out at the manufacturer's authorised repairers in Bahrain up to the number of years (from the manufacturing year of the Insured Vehicle) mentioned in the schedule.

### 3. Depreciation on Spare Parts

No depreciation will be applied on spare parts up to the number of years (from the manufacturing year of the Insured Vehicle) mentioned in the schedule, after which standard depreciation will apply as per the policy terms.

### 4. Windscreen Protection

This insurance will pay for loss or damage to the windscreen of the Insured Vehicle caused by accidental external means. Damage caused under this protection will not affect your renewal premium rate. Standard Excess will apply.

### 5. Hit and Run Claims

Your renewal premium rate will not be affected if the Insured Vehicle sustains loss or damage due to accidental collision caused by an unidentified motor vehicle. This applies to one accident only during policy year.

### 6. Renewal Premium Protection

Your renewal premium rate will not be affected if the total cost of claims paid by the Company during policy year does not exceed BD 500/-

### 7. Personal Accident (PA) for Driver and Passengers

The Company will pay an amount of BD 3,000 in respect of the driver and each passenger of the Insured Vehicle who suffers accidental injury while traveling in or getting into or out of the Insured Vehicle and where such injury results in:

- i. Death
- ii. Permanent loss or loss of use at or above the wrist or ankle of one or more limbs
- iii. Permanent and total loss of sight

The Company will only pay one benefit for death or injury to any of the above persons for any one accident.

The compensation payable in respect of passengers below 18 and above 75 years of age will be BD 1,000 per person.

This benefit is subject to the following exclusions:

- i. Any compensation for passengers carried in excess of the licensed seating capacity of the Vehicle.
- ii. Any death or loss of limbs or eyes not directly related to the accident involving the vehicle and that comes about more than six months after the accident.
- iii. Any compensation caused by or resulting from abuse and addiction to drugs and/or alcohol, illegal crossing of red traffic signal, or car racing.

#### **8. Life Insurance for Insured**

It is hereby understood and agreed that the within mentioned policy is extended to cover natural death only in respect of the Insured for a sum equal to BD 3,000/-

This insurance excludes coverage for death caused by or resulting from abuse and addiction to drugs and/or alcohol, exposure to Nuclear radiation howsoever caused.

Note: In case the Insured is insuring more than one car with the Company, the maximum amount payable under life insurance benefit to any one Insured person is BD 6,000/-

#### **9. Riots and/or Strikes and/or Civil Commotions Insurance**

The coverage under Section I (Loss or Damage) of this policy is extended to cover Riot, Strike and/or Civil Commotion which does not assume the proportions of or amounts to popular uprising.

#### **10. Vehicle Assistance and Car Replacement**

Please refer to the wording under Annexure section.

#### **11. World-wide Emergency Travel Assistance**

Please refer to the wording under Annexure section.

## ANNEXURE

This deals with the following additional optional benefits:

1. Vehicle Assistance and Car Replacement
2. World-wide Emergency Travel Assistance

Please refer to the policy schedule to ascertain if these are included in your contract.

Please read this document carefully and adhere to all terms, conditions and exceptions stated herein in respect of each of these benefits.

## VEHICLE ASSISTANCE AND CAR REPLACEMENT

### DEFINITIONS

#### Insured Person Means

The owner of the Vehicle.

#### Beneficiary Means

1. The Insured Person.
2. The spouse, children (aged 17 year or less), or parents of the Insured Person permanently residing with the Insured Person.
3. The usual Driver of the Vehicle if different from the Insured Person.
4. Any other occupants of the Vehicle in the event of an accident to the Vehicle.

#### Usual Driver Means

A person specified by name in the Policy provided that such person is licensed to drive the Vehicle.

#### Vehicle Means

The vehicle designated in the Policy provided that:

1. The Vehicle is not used for public transport of persons or merchandise for hire with or without driver.
2. Does not exceed 3,500 kilograms in weight.

#### Usual Country of Residence Means

BAHRAIN

#### Usual Place of Residence Means

The home or residence of a Beneficiary in BAHRAIN

#### Breakdown Means

Electrical or mechanical failure, road traffic accident, loss, damage, destruction by fire or theft causing the Vehicle to be immobilized.



### Important (Only Comprehensive Coverage)

For the Replacement Vehicle Cover, in addition to a traffic police or police report, a written confirmation by the repairer has to be produced showing the repair period.

### Cover

Consequent upon an unforeseen event happening during the course of a journey, the Company will provide the Beneficiary with immediate material assistance or indemnity as specified under the Benefits of this Policy.

### Geographical scope

Bahrain, GCC countries, Jordan, Lebanon and Syria.

## BENEFITS

### 1. Towing or removal of the Insured Vehicle.

In the event of a breakdown or accident of the Insured Vehicle, the company will arrange to tow or transport the Insured Vehicle to the nearest repairer.

The maximum amount payable for this benefit is:  
US\$ 150 in respect of towing and  
US\$ 300 in respect of removal of the Vehicle necessitating the use of a crane.

No amount shall be payable under this benefit in respect of repair costs to the Insured Vehicle.

### 2. Flat tyre (Only inside Bahrain)

Flat or leaking tyres will be removed and replaced free of charge, although the Beneficiary will be responsible for repair costs to all damaged tyres. For this benefit, the insured should have the spare tyre, jack and necessary tools available and in good condition.

### 3. Out of fuel (Only inside Bahrain)

If the insured vehicle runs out of fuel, the company will ensure that enough fuel reaches you, so that you can get to the nearest service station. The insured will pay for the cost of fuel.

### 4. Dead battery (Only inside Bahrain)

If the insured vehicle's battery is down, the company will ensure it will start up the insured vehicle (jump-start) so that you can get to the nearest workshop.

### 5. Locked out (Only inside Bahrain)

In the event that the insured vehicle's key is locked inside the vehicle. The Company will provide assistance to unlock the insured vehicle.

### 6. Stay and Travel due to Breakdown of the Vehicle (When a Beneficiary is Outside Bahrain up to a Period not exceeding 60 Consecutive days)

In the event of Breakdown to the Vehicle, the Company will meet:

- a. Hotel expenses up to US\$ 120 per Beneficiary per day, up to a maximum of three days, if the breakdown cannot be repaired the same day.

- b. Travel costs incurred in returning the Beneficiaries to the Usual Place of Residence, or the intended destination, if the repair time exceeds 48 hours following the breakdown.

Should the Beneficiaries decide to continue their journey the Company will meet, the cost of travel to the original intended destination, provided the cost is not greater than that referred to in paragraph 6(b) below.

If the number of Beneficiaries is greater than two and the Vehicle is immobilized for more than 48 hours following the Breakdown, the Company may decide to hire a similar vehicle to continue the journey, for a maximum period of 48 hours provided that the cost of hiring such vehicle does not exceed US\$300.

All the travel costs mentioned above are economy class by any mean of transportation.

#### 7. Stay and Travel due to theft of the Vehicle (Outside Bahrain)

In the event of the theft of the vehicle the Company will provide the same Benefit as in (6) above provided the matter is immediately reported to the police.

#### 8. Transport or repatriation and deposit and custody of the repaired or recovered vehicle (Outside Bahrain)

If following a Breakdown, the repair requires the vehicle to be immobilized for more than 72 hours, or in the case of theft of the Insured Vehicle and the Insured Vehicle was recovered after the Beneficiary had left the place where theft occurred, the Company will meet the following expenses:

- a. The cost of transporting the vehicle to the Beneficiary's Usual Place of Residence.
- b. The cost of deposit and custody of the repaired or recovered Vehicle up to US\$150.
- c. The travel costs incurred by the Beneficiary or whomever he or she appoints to retrieve the vehicle to the Usual Place of Residence from the place of Breakdown.

#### 9. Professional Driver Service (Outside Bahrain)

In case of sudden illness, accident or death of the Beneficiary, which makes it impossible to drive the Vehicle, and provided that none of those accompanying is able to substitute the Beneficiary, the Company will provide a professional driver to drive the Vehicle and its occupants, to the Usual Place of Residence or the intended destination of the journey.

#### 10. Replacement car (available only in conjunction with Comprehensive Coverage inside Bahrain)

In case of a Road Traffic Accident or Damages to the Insured Vehicle, which causes its immobilization for more than 72 hours, as certified in written form by the repairer, the Company will provide the Insured with an economical Replacement Car at Company's option from a Rent A Car Company, and only for the duration of the repairs and for a maximum period of consecutive days as stated in the policy schedule.

The rental/hire charges (inclusive of all surcharges) of the replacement vehicle borne by the Company shall not exceed US\$ 20 per day. In the event the rental/hire charges (inclusive of all surcharges) exceed US\$20 per day, the Insured person shall bear such excess of charges.

#### **Very important:**

The insured will be bound by hiring terms and conditions applied by the Rent a Car company.

## CONDITIONS

1. In the event of any claim, the liability of the company shall be conditional on the insured or Beneficiary claiming benefit having complied with and continuing to comply with the terms of this policy.
2. In the event of a claim under this Policy the Insured Beneficiary shall:
  - a. Take all reasonable precautions to minimize the loss.
  - b. As soon as possible, telephone the company to notify the claim stating the Benefits required.
  - c. Freely provide the company with all relevant information as may be required.
  - d. Make no admission of liability or offer promise of payment of any kind.
  - e. **(Only Comprehensive Coverage)** Immediately telephone the Company to notify the claim and furnish to the company the police report and the certificate issued by the repairer, on the damages and the time required for repairing such damages (in case of Car replacement benefit).
  - f. Hotel accommodation is provided only after receiving written confirmation from the repairer that the vehicle cannot be repaired the same day.
  - g. The company have the right to ask for proof of relationship between the owner and passengers referred to as family, when it deems necessary to do so, when hotel accommodation or travel costs are requested.
  - h. **(Only Comprehensive Coverage)** Car replacement is not available for normal service, check ups and for immobilization caused by any malfunctioning or breakdown of the Insured Vehicle.
3. The company is not liable in respect of any Benefit which would otherwise be payable under this policy should there be another insurance in force covering the same contingencies which predates this policy.

## EXCLUSIONS

1. The company will not be liable to provide any assistance which arises directly or indirectly from:
  - a. Fraudulent acts by any beneficiary or any other person seeking to claim under this policy.
  - b. Consequential loss of any kind.
  - c. Extraordinary phenomena such as floods earthquakes volcanic eruptions unusual cyclonic storms falling astral bodies or meteorites except sand and hail storm.
  - d. Terrorism mutinies or riots or wars (of every kind of description).
  - e. Actions by the armed forces or security forces or organizations.
  - f. Nuclear radioactivity.
  - g. The driver of the vehicle:

- Being under the influence of drugs toxic or narcotic substances or where his/her blood-alcohol level exceeds that permitted by the laws in the country where the vehicle is being used.
  - Not having a driving license corresponding to the class of the vehicle. The contravention of regulations relating to the carriage of persons animals or objects in the vehicle which were in whole or part a cause of the accident or event giving rise to the claim.
- h. Fuel mineral essences or other flammable explosive or toxic materials transported in the vehicle.
- i. The participation by any beneficiary:
- Competitions rallies or trials.
  - Sports.
  - Criminal conduct.
  - Wagers or challenges.
- j. The deliberate act of the Beneficiary.

**2. The company will not be liable for the cost of :**

- a. Any repairs to the vehicle or tyres.
- b. Any assistance arranged by or on behalf of the beneficiary without the prior authorization of the company.
- c. Food, beverages, telephone calls and other additional expenses, when hotel accommodation is required.

**3. The company will not be liable to provide any assistance:**

- a. The provision of which is impossible due to the circumstance applying when the assistance is required.
- b. The provision of which would endanger the lives of those persons intended to provide the assistance.
- c. In respect of passengers traveling in the Vehicle who are hitchhikers.

**The following is applicable to the Replacement Car (Only with Comprehensive Coverage)**

It is hereby declared and agreed that the Replacement Car Cover granted under the policy is to provide the Insured with an economical Replacement Car at Company's option from a Rent A Car Company or indemnity, following a Road Traffic Accident or Damages, and only for the duration of the repairs and for a maximum period of consecutive days as stated in the schedule.

In any case, the Replacement Car Cover is subject to the following:

- 1. The coverage is restricted to Bahrain.
- 2. The replacement vehicle is given only for the duration of the repairs.

3. The repair works and replacement vehicle have to be arranged and authorized by the company.
4. The Insured should not give the replacement vehicle for others to use.
5. The Insured Person shall be responsible for the cost of fuel during the rental.
6. The Insured Person shall be responsible for the Traffic Offences committed during the rental.
7. The replacement car should be returned at the end of the replacement period covered by the company to the Rent A Car Company. If kept for a longer period, the insured will pay the additional rental charges.
8. Replacement car is not available for normal service and check ups, and for immobilization caused by any malfunctioning or breakdown of the Insured Vehicle.
9. The period of replacement will not be extended at Company's expense due to delays in repairs.
10. The Insured is liable for any damage caused to the vehicle other than fair wear & tear that is not mentioned on any accident report including tyre damage & wheel trims, loss of accessories, internal and external damages such as dents, scratches, etc.
11. The Insured is liable for the excess amount specified in the insurance policy of the replacement car in the event of traffic accident where the traffic report states that he is at fault or where no other named party has been held responsible.
12. The rent a car company can deliver the replacement car at the insured premises, subject to a fee and depending on the availability of drivers.

**For assistance services kindly call on the following Toll Free Numbers:**

**Bahrain:** 80001218  
**UAE:** 80009730222  
**Kuwait:** 22583600  
**Qatar:** 080097305  
**Oman:** 24785486  
**KSA:** 8008973222

## WORLD-WIDE EMERGENCY TRAVEL ASSISTANCE

**Important note: Personal and Luggage assistance benefits will be provided only when the Beneficiary is traveling away from the usual country of residence up to a maximum of 60 consecutive days.**

### DEFINITIONS

#### Insured Person Means

The owner of the Vehicle.

#### Beneficiary Means

1. The Insured Person.
2. The spouse, children (aged 17 year or less), or parents of the Insured Person permanently residing with the Insured Person.
3. The usual Driver of the Vehicle if different from the Insured Person.
4. Any other occupants of the Vehicle in the event of an accident to the Vehicle.

### BENEFITS

#### PERSONAL ASSISTANCE

##### 1. Transport or repatriation Costs in case of sudden illness of or injury to a Beneficiary

In the event of sudden illness or injury to any Beneficiary, We will meet the expenses of transporting the Beneficiary by ambulance or by whatever means of transport is considered most appropriate by the attending doctor and our doctor to an adequate medical center or from one hospital to another or to the Usual Place of Residence.

##### 2. Transport or repatriation of accompanying Beneficiaries

- a. When a Beneficiary suffers sudden illness or injury that prevents the continuation of the intended journey, We will meet the accompanying Beneficiaries travel expenses in returning to the Usual Place of Residence or in accompanying the sick or injured person to the nearest hospital.
- b. If any accompanying Beneficiary is aged 15 years or less, with nobody to accompany him/her, We will also provide an escort, during the journey, to the Usual Place of Residence.

##### 3. Travel and stay over of one immediate family member

Should any Beneficiary be hospitalised for more than five days, We will meet the following cost in respect of an immediate family member. The cost of return journey to the place of hospitalisation and the stay expense. Daily benefit of BD 55 per day for a maximum of ten days.

##### 4. Travel costs incurred following the death of an immediate family member

- a. If any Beneficiary is forced to interrupt a journey due to death occurring in the Usual Country of Residence of an immediate family member included as a Beneficiary under the policy, the company will arrange for the Beneficiary to return to the Usual Place of Residence. This benefit is available only where the Beneficiary is unable to use the means of transport that was used for the original journey.

- b. If any Beneficiary is a child aged 15 years or less with nobody to accompany him/her, then We will also provide an escort, during the journey, to the Usual Place of Residence.

#### 5. Medical assistance due to sudden illness or injury to a Beneficiary outside the Usual Country of Residence

If any Beneficiary suffers sudden illness or injury occurring outside the Usual Country of Residence, We will meet the costs of hospitalisation, surgery, medical fees and pharmaceutical products that are prescribed by the attending doctor and available at the place of treatment. The maximum amount payable is BD 1,830 per Beneficiary.

The company will not pay for any preexisting injury or illness.

#### 6. Extension of stay of a Beneficiary due to sudden illness or injury outside the Usual Country of Residence

In the event of sudden illness or injury to any Beneficiary occurring outside the Usual Country of Residence, We will meet the costs of hotel or the other accommodation of a Beneficiary where an extension of the Beneficiary's stay outside the Usual Country of Residence is necessary as a result of such illness or injury.

The maximum amount payable is BD 55 per day for a maximum of five days.

This benefit is subject to the following exclusions:

- a. Any period of treatment exceeding the advice of the attending doctor.
- b. Any treatment or expense incurred without Our prior approval.

#### 7. Death of a Beneficiary

In the event of the death of a Beneficiary, We will:

- i. Arrange the repatriation of the corpse for burial in the Usual Country of Residence or the place of burial.
- ii. Arrange for any accompanying Beneficiaries to return to the place of burial or the Usual Country of Residence provided only where the Beneficiaries are unable to use the means of transport that was used for the original journey.
- iii. If any of the Beneficiaries is a child aged 15 years or less with nobody to accompany him/her, then We will also provide an escort, during the journey, to the Usual Place of Residence.

The maximum amount payable is BD 732 within the GCC countries and BD 1,830 in all the other countries.

#### 8. Dispatch of medication

We will arrange to send medicines to any Beneficiary which are prescribed, as urgent, by a doctor and which are not available in the place to which You have travelled.

The company will not be liable for the cost of such medicines.

#### 9. Travel costs incurred following damage at home

We will meet the travel costs incurred in returning one of the Beneficiaries to the Usual Place of Residence in the event of damage to the Usual Place of Residence due to fire, explosion or theft by violent entry or exit which makes the residence uninhabitable or exposed to greater damage and which justifies the presence of the Beneficiary.

#### 10. Relay of urgent messages

At Your request, We will arrange to convey urgent or justified messages relating to matters which are covered under Items (1) to (9) above.

### LUGGAGE ASSISTANCE

#### 1. Theft, disappearance, destruction or damage to luggage and personal effects transported in the Vehicle

If during the journey, luggage belonging to the Beneficiaries is stolen or damaged in a motor Accident, We will compensate the Beneficiaries for its value for up to BD 37 per person subject to a maximum limit of BD 74 per vehicle Provided that You submit:

- i. Evidence of having reported the theft or robbery to the authorities in the event of theft or robbery;
- ii. An Accident report form listing the missing items and their approximate value in the event of a motor Accident.

The Company shall not be liable in respect of theft of luggage which is visible from the outside the Vehicle and any item left in an unlocked Vehicle.

#### 2. Location and transport of luggage and personal effects

We will provide assistance in preparation of any reports and advice and/or participate in any negotiations necessary to recover the missing luggage.

Should the luggage be found, We will undertake to send it to the Usual Place of Residence or the intended destination of the journey.

#### 3. Luggage missing on scheduled airlines flights

When luggage is missing on scheduled airline flights and not recovered within 24 hours following arrival, We will pay you BD 37.

**For Emergency Travel Assistance services, the following are the contact numbers:**

**Tel: (973) 17 21 88 99**

**Fax: (973) 17215177**

**Email: [operations@gulfassist.com](mailto:operations@gulfassist.com)**