

## American Home Assurance Company (Dubai Br.)

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### Car Insurance Policy Wording

#### Claims

For car insurance claims, call us on **800 1244** or write to us at [myclaim@aig.com](mailto:myclaim@aig.com) within 24 hours of an accident.

#### Assistance

**Road Side Assistance (Section 3.10):** Call **800-8181** and quote your car policy number for assistance.



## Summary of Covers

Benefits	Limits	Policy Section
<b>Cover against Third Party Liability</b>	<ul style="list-style-type: none"> <li>• Property Damage: AED1,000,000 for Third Party Only policy AED5,000,000 for Comprehensive policy</li> <li>• Bodily Injury: As determined by court</li> </ul>	<a href="#">Section I</a>
<b>Cover against Loss and Damage</b>	Vehicle Value / Sum Insured	<a href="#">Section II</a>
<b>Additional Benefits</b>		
Social Perils	Vehicle Value / Sum Insured	<a href="#">Section 3.1</a>
Personal Effects	AED 5,000	<a href="#">Section 3.2</a>
Legal Liability	Bodily injury: As determined by court	<a href="#">Section 3.3</a>
Ambulance fees	AED 6,770 per person	<a href="#">Section 3.4</a>
6 months waiver of depreciation	Vehicle Value / Sum Insured	<a href="#">Section 3.5</a>
GCC Cover	Including GCC countries	<a href="#">Section 3.6</a>
Key Replacement	AED 2,000	<a href="#">Section 3.7</a>
Off-Road for 4x4 vehicles	Vehicle Value / Sum Insured	<a href="#">Section 3.8</a>
Personal Injury	AED 20,000 per incident	<a href="#">Section 3.9</a>
Road Side Assistance	AAA Gold	<a href="#">Section 3.10</a>
Agency Repair	1 year from year of manufacture	<a href="#">Section 3.11</a>
<b>Optional Benefits</b>		
12 months waiver of depreciation	Vehicle Value / Sum Insured	<a href="#">Section 4.1</a>
Personal Accident for Driver	AED 200,000	<a href="#">Section 4.2</a>
Personal Accident for Passengers	AED 200,000	<a href="#">Section 4.3</a>
Windscreen Cover	AED 5,000	<a href="#">Section 4.4</a>
Car Hire Cash Benefit	AED 625 on first occurrence and AED 500 on second occurrence	<a href="#">Section 4.5</a>
Car Hire	10 days per policy period	<a href="#">Section 4.6</a>
Car Hire Luxury	10 days per policy period	<a href="#">Section 4.7</a>
Protected No Claims Bonus	2 claims and / or AED 20,000	<a href="#">Section 4.8</a>
Natural Perils	Vehicle Value	<a href="#">Section 4.9</a>
Paintless Dent Repair	Up to 4 dents per panel	<a href="#">Section 4.10</a>
Agency Repair	5 years from year of manufacture	<a href="#">Section 4.11</a>



## **Motor Vehicle Insurance Policy against Loss, Damage and Third Party Liability**

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Whereas the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be an integral part of it has applied to AMERICAN INTERNATIONAL GROUP (hereinafter called 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 accidents occurring during the period of insurance in the United Arab Emirates and subject to the terms conditions and exceptions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this policy).

## I. Third Party Liability

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- A. The Company shall be liable to compensate the Insured in the event of accident caused by or arising out of the use of the motor vehicle subject to the limits specified in this Policy against all sums which the Insured shall become legally liable to pay as compensation for:
1. Death of or bodily injury to any person including the passengers in the vehicles except the Insured or the driver at the time of the accident and their families - spouse, parents and children - and the employees of the Insured if they are injured during work hours or as a result of their work, and they are to be considered as passengers whether inside the vehicle or mounting or dismounting from it.
  2. Damages for materials and property, except those owned by the Insured or the driver at the time of the accident or property held in trust or in their custody or possession.
  3. Accidents which are caused by the Insured or the driver whilst driving of the Insured Vehicle off the road, according to the definition of the road as being "all passage ways open for public traffic, unless the parties agreed otherwise in the policy".
- B. The insurance mentioned in this Section is extended, in accordance with the provisions and conditions herein, to cover the liability of each licensed driver while driving the Insured Vehicle provided that he fulfils and complies with the Terms and Conditions of this Policy and obeys it as if he was the Insured himself.
- C. Subject to the limits specified in the attached Schedule to this Policy, the Company shall be liable to pay court orders or judgments in whatever amount is awarded to the plaintiff including judicial expenses and charges except fines; the Company shall pay compensation to the rightful claimant.
- D. In the event of death of any person entitled to compensation under this Section the Company will in respect of the liability towards such person indemnify his heirs in accordance with the terms, Conditions and Exceptions of this Policy, provided that such heirs shall, as though they were the Insured, observe, fulfill and be subject to the Terms of this Policy.
- E. In the event of any accident involving indemnity under this Section to more than one person the Limits of liability specified in the attached schedule to this Policy shall apply to the aggregate amount of indemnity due to all persons eligible for indemnity.
- F. The Company will pay all costs and expenses incurred with its prior consent.
- G. The Company may arrange for representation of the Insured at any inquest or inquiry in respect of any accident which may be the subject of indemnity under this Section, and may undertake to defend the Insured in any Court of Law in respect of any event which may be the subject of indemnity under this section.

## II. Loss or damage

- A. The Company undertakes to indemnify the Insured for loss of or Damage to the Insured Vehicle, its accessories and spare parts whilst thereon in the following cases:
1. If loss or damage resulted from any accidental collision consequent upon overturning or any unforeseen accident or a sudden mechanical breakdown or wear and tear.
  2. If loss or damage resulted from fire, external explosion, self ignition or lightning.
  3. If loss or damage resulted from burglary or theft
  4. If loss or damage resulted from malicious act of any third party
  5. If loss or damage occurred during transit (including the process of loading and unloading incidental to such transit) by land, inland waterway, lifting equipment or elevator, relating to the said transportation.
- B. The Company shall pay in cash the amount of loss or damage to the Insured or shall repair, reinstate or replace the motor vehicle or any part thereof including its accessories or spare parts and liability of the Company shall not exceed the replacement value of the parts lost or damaged plus the reasonable cost of fitting or fixing such parts, unless the Insured elects the Company to pay him the amount in cash. In this case the Company shall respond to the Insured's request. In case the Insured requests new parts instead of the damaged parts due to an accident or prefers its cash value, this request should be accepted.

The Insured is liable for the depreciation percentages as mentioned in Schedule No. (1). Regarding Taxi and Rental vehicles the Insured shall be liable for the depreciation percentages mentioned in Schedule No. (2).

### Schedule No. (1)

Depreciation percentages  
"Excluding Taxi and Rent a Car vehicle"

Year	Percentage
1st. year	-
2nd. year	5%
3rd. year	10%
4th. year	15%
5th. year	20%
6th. year and above	30%

### Schedule No. (2)

Depreciation percentages  
"Taxi and Rent a Car vehicle"

Year	Percentage
The last 6 months of the 1st. Year	10%
2nd. year	20%
3rd. year	25%
4th. year	30%
5th. year	35%
6th. year and above	40%

- C. The Insured has the right to repair the damage due to an accident covered under the Policy provided the total cost of such repair does not exceed the Authorized Repair Limit mentioned in the Schedule attached to this Policy, and the Insured should forward to the Company without delay a detailed estimate of the cost.
- D. If the Insured Vehicle sustains loss or damage to the extent that the repair cost shall exceed 50% of its value at the time of accident and is considered a total loss, then the Insured Value, which was declared between the Insured and Company at the time the insurance Contract had been entered into and the Policy-Schedule had been signed, shall constitute the basis for calculation of the indemnity for the loss or damage after deducting depreciation at 20% per annum of the Insured Value as stated in the Schedule for the first year of the vehicle's life on the road, while for a part of the year this shall be calculated on a pro rata basis.

As from the second year of the life of the vehicle from the date of its first registration as new, a depreciation rate not exceeding 20% shall be deducted from the vehicle's Insured Value as stated in the schedule and the depreciation will be calculated as follows:

1. 5% as from the beginning of the 1st month until the end of the 3rd month.
  2. 10% as from the beginning of the 4th month until the end of the 6th month.
  3. 15% as from the beginning of the 7th month until the end of the 9th month.
  4. 20% as from the beginning of the 10th month until the end of the 12th month.
- E. If the motor vehicle is immobilized by reason of loss or damage insured under this Policy the Company will bear the reasonable cost of protection and removal and delivery to the nearest garage within the country where the loss or damage was sustained.

### Exceptions to Section II

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

- A. Consequential loss affecting the Insured Vehicle or decrease in the vehicle's value through usage, impairment or failure or breakdown of mechanical or electrical equipment.
- B. Damage resulting from overloading or carriage of a greater number of passengers than the number for which the Insured Vehicle is legally licensed, provided that the over-loading or excess passengers were the cause of the accident which resulted in the loss or damage to the motor vehicle.
- C. Damage to tyres, unless it occurs at the same time as the damage to the Insured Vehicle.
- D. Loss of or damage to the Insured Vehicle as a result of the following:
  1. Use for purposes otherwise than in accordance with the Limitations of Use.
  2. Violation of laws if it involves a criminal act or similar willful act according to articles (28) and (29) of the Criminal Law specified in Federal Law No. (3) of 1987.
- E. Damage resulting to the Insured Vehicle from accidents which occur while it is being driven by an unlicensed person in accordance with the traffic regulations, or in case his license being suspended by the concerned authority or competent court or in accordance with traffic regulations.
- F. Loss or damage to the Insured Vehicle or any part thereof arising out of any accident occurring due to its being driven whilst under the influence of alcohol, drugs or narcotic drugs which affected his control over the vehicle, if such has been established before the concerned authority or by admission of the driver.

### III. Additional Benefits

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#### 3.1 Social Perils

Coverage shall be extended to include loss or damage to the Insured Vehicle arising due to civil commotion, riot and strike.

#### 3.2 Personal Effects

Coverage shall be extended to include loss of or damage to rugs, clothing and personal effects whilst such property is in the Insured Vehicle where such a loss or damage is occasioned by fire, lightning or external explosion or theft by violent and forcible means or accident external means, provided that:

- A. The maximum amount payable under this benefit shall not exceed AED 5,000/- in respect of any one claim or series of claims resulting from one accident.
- B. The Company shall not be liable in respect of:
  - 1. Any such property carried in open top or convertible vehicle or any vehicle incapable of being securely locked or unlocked vehicle or open to the elements
  - 2. Any such property insured under any other insurance policy
  - 3. Jewelry and articles of gold, silver and the like
  - 4. Money, stamps, tickets, securities, documents, cards of every kind and description
  - 5. Goods or samples carried in connection with any trade or business

#### 3.3 Legal Liability

The insurance cover is extended to include Legal Liability to driver's household members as Passengers with respect to Private Cars only.

#### 3.4 Ambulance Fees

The Company will reimburse the Insured or pay directly to the ambulance service, usual and/or customary charges/service fees incurred due to provision of ambulance services up to AED 6,770 per injured person as a result of a road traffic accident where the Insured Person's medical condition required evacuation from the place of accident for Immediate Medical Treatment to a hospital/medical facility.

#### 3.5 6 Months Clause

In case of Total Loss of a brand new vehicle covered under the policy within six months from the date of first registration due to a peril insured against, the claim amount payable will be the sum insured in the policy or the replacement value at the time of loss of an exactly similar make and model (subject to availability) whichever is lower and no depreciation will be deducted from the claim.

#### 3.6 GCC Cover

The territorial limits in Section II of this policy shall be extended to cover the driver of the vehicle while driving on roads in Oman, Saudi Arabia, Kuwait, Bahrain and Qatar for a maximum period of 60 days any one trip and for the policy period.

#### 3.7 Key Replacement

The Insurer will reimburse the Insured for the following events should they occur to the Insured:

- A. Lost or Stolen Key Replacement – In the event an Insured's vehicle key is lost or stolen, the Insurer will reimburse the cost of producing a new key.

- B. Break-in Protection – In the event an Insured's vehicle is broken into, the Insurer will reimburse the labor cost of replacing locks and keys, but not the cost of the new locks and keys or vehicle damage.

The maximum amount paid under this benefit does not exceed AED2,000 per occurrence and policy period.

**Exclusions**

- A. Costs associated with lost or stolen keys for the vehicles other than an Insured's primary vehicle;
- B. The cost to replace keys to vehicles that are not owned by an Insured for personal use;

**3.8 Off Road Cover**

In consideration of an additional premium the Company shall indemnify the Insured for loss or damage sustained by the Insured Vehicle, its accessories and spare parts which are deemed an integral part thereof, as a result of an accident occurring off road.

The Insured or his representative shall bear an additional AED 1,500 to the compulsory excess mentioned therein out of indemnity due in accordance with the terms and conditions of Section II.

**3.9 Personal Injury**

The Company will pay AED 20,000 to the Insured and/or spouse (or in the event of death, to their legal personal representatives) if the Insured and/or spouse sustained accidental bodily injury whilst getting into or getting out of the Insured Vehicle. The injury must be sustained independently of any other cause and resulted in the following within three calendar months:

- A. Death
- B. Total irrecoverable loss of sight in one or both eyes
- C. Total loss of one or more limbs at or before the wrist or ankle by physical severance.
- D. Permanent loss of one or both hands or legs by physical severance.

The benefit will only be paid once for death or injury to the Insured or spouse for any one incident.

**Exclusions:**

This section applies only to private vehicles Insured in the name of an individual and does not cover:

- A. Death or injury caused by suicide or attempted suicide.
- B. If anyone claiming is convicted in connection with the accident of a drink-driving offence or of driving under the influence of drugs.
- C. Anyone who is over 70 years of age at the time of the accident.

**3.10 Roadside Assistance (AAA Gold)**

The services in this Section are provided by AAA.

- A. **Mechanical Repairs Service** - When the vehicle does not start, AAA will undertake minor adjustments to make the vehicle running again (no spare parts supplied by AAA). If this is not possible, AAA will tow the vehicle to the nearest garage.
- B. **Vehicle Towing Service** - If there is a breakdown or accident, AAA will tow the vehicle to the nearest garage. This shall include pullout services from the sand parking area near the residential/office buildings free of charge except in cases where the vehicle is deep inside or underground/multi-story car parking and requires special equipment.

- C. **Battery Boost Service**- Where the vehicle's battery is dead for whatever reason, AAA will jump start the vehicle to enable the Members to carry on with their journey (no new battery and/or replacement of battery provided by AAA), or will tow the vehicle to the nearest garage.
- D. **Flat Tyre Service** - AAA will change the flat tyre with a spare tyre. If no spare tyre is available, AAA will tow the vehicle to the nearest garage (no new tyre and/or replacement of tyre provided by AAA).
- E. **Lock Out Service** - If keys are locked inside the vehicle, AAA will make attempts to gain access to key to enable the Members to carry on with their journey.
- F. **Emergency Fuel Delivery Service** - AAA will deliver emergency fuel direct to the Members and the Members only have to pay the cost of the fuel.
- G. **Vehicle Registration Service** - if a member needs to re-register the Insured Vehicle, AAA will pick up the vehicle from the location of request and complete the vehicle registration. The Insured's vehicle will be taken for registration only once. If due to any reason the customer has to take the vehicle more than once, the Insured will be charged an extra fee. It is the Insured's responsibility to check all the fines due and pay in advance.
- H. **GCC Roadside Assistance** – Members are covered with our International Roadside Assistance program which covers Free Emergency Roadside Assistance in :
  1. United Arab Emirates
  2. Kingdom of Bahrain
  3. State of Kuwait
  4. State of Qatar
  5. Sultanate of Oman
  6. Kingdom of Saudi Arabia (Operational by end of 2010)

All the above services except Vehicle Registration Service will be provided unlimited number of times within the policy period and inter-city towing is free anywhere within the country whereas inter-country towing is chargeable.

**Exclusions:**

- A. AAA membership covers the registered vehicle only. Irrespective of the driver, services will be provided to that vehicle only. No free service is provided if the member drives a vehicle other than the registered one.
- B. Not more than one service will be provided within 24 hours for the same vehicle.
- C. In case of breakdown of vehicle, towing will be provided to a single location per disablement and not to various locations.
- D. All the services and benefits declared from time to time for the AAA Membership Cards shall be available to the Insured upon issuance of membership.

### 3.11 Agency Repairs

If indicated on your policy schedule, the damaged vehicle shall be repaired at the manufacturer's authorized repairers within the UAE if the vehicle has been used for less than one year from the year of manufacture, and at any workshop if it has exceeded such a period.

## IV. Optional Benefits

### 4.1 12 Month Clause

In consideration of additional premium, the Company will pay for either a brand new replacement model or the purchase value of the vehicle in the event that:

1. The vehicle is declared a total loss and
2. The vehicle is less than 12 months old.

### 4.2 Personal Accident for Insured and/or any Licensed Driver

In consideration of the payment of an additional premium, the Company undertakes to pay compensation on the scale provided hereunder for death or bodily injury sustained by the Insured and/or any licensed driver (as mentioned hereinabove) whilst mounting into or dismounting from or traveling in the Insured Vehicle caused by violent accidental and visible means, which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

No.	Description	Scale of Compensation
1	Death or permanent total disablement	AED 200,000 /-
2	Total and incurable loss of all vision in both eyes	AED 200,000 /-
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one together with one foot	AED 200,000 /-
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and incurable loss of one eye vision	AED 200,000 /-
5	Total and incurable loss of one eye vision	AED 100,000 /-
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	AED 100,000 /-
7	Permanent partial disability not mentioned in the table hereinabove	The value of compensation will be specified for the person on the basis of percentage for the permanent partial disability approved by medical board multiplied by insurance amount (AED 200,000 /-)

#### Conditions:

1. Compensation shall be payable under one item only of Items (1) to (6) and for item (7) separately or by adding to it either articles (5) or (6) above according to the conditions of any of those person insured as a result of any single accident provided that the Company total liability will not in the aggregate exceed the sum of AED 200,000 /- for the person insured during any single duration insured.
2. At the Insured's request, the Company will pay weekly compensation for temporary total disablement preventing the injured person from engaging in his occupation for a period not exceeding 26 consecutive weeks. The weekly compensation amount and the aggregate amount shall be in accordance with the agreement between the Insured and the Company.
3. No Compensation shall be payable by the Company in respect of death or injury indirectly or directly wholly or partially arising out of or resulting from or traceable to:
  - a. Intentional self injury, committed or attempted suicide, physical or mental defect or infirmity.
  - b. An accident happening whilst the person seeking compensation is under the influence of intoxicating liquor or drugs.

4. Compensation shall be payable only with the approval of the Insured and directly to the injured person or to his legal personal representatives whose receipt shall be a full and final discharge in respect of compensation to such person.
5. Total number of passengers including the driver shall not exceed (as shown in your schedule) at the time of accident.

Subject otherwise to the Terms and Conditions of the Policy

### 4.3 Personal Accident for Passengers

In consideration of the payment of an additional premium the Company undertakes to pay compensation on the scale provided hereunder for death or bodily injury as hereinafter defined sustained by Passenger (other than the person driving) in direct connection with any Insured Vehicle described in the schedule hereto whilst mounting into or dismounting from or traveling in the insured Vehicle caused by violent accidental and visible means, which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

No.	Description	Scale of Compensation
1	Death or permanent total disablement	AED 200,000 /-
2	Total and incurable loss of all vision in both eyes	AED 200,000 /-
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one together with one foot	AED 200,000 /-
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and incurable loss of one eye vision	AED 200,000 /-
5	Total and incurable loss of one eye vision	AED 100,000 /-
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	AED 100,000 /-
7	Permanent partial disability not mentioned in the table hereinabove	The value of compensation will be specified for the person on the basis of percentage for the permanent partial disability approved by medical board multiplied by insurance amount (AED 200,000 /-)

#### Conditions:

1. Compensation shall be payable under one item only of Items (1) to (6) and for item (7) separately or by adding to it either articles (5) or (6) above according to the conditions of any of those person insured as a result of any single accident provided that the Company total liability will not in the aggregate exceed the sum of AED 200,000 /- for the person insured during any single duration insured.
2. At the Insured's request, the Company will pay weekly compensation for temporary total disablement preventing the injured person from engaging in his occupation for a period not exceeding 26 consecutive weeks. The weekly compensation amount and the aggregate amount shall be in accordance with the agreement between the Insured and the Company.
3. No Compensation shall be payable by the Company in respect of death or injury indirectly or directly wholly or partially arising out of or resulting from or traceable to:
  - a. Intentional self injury, committed or attempted suicide, physical or mental defect or infirmity.
  - b. An accident happening whilst the person seeking compensation is under the influence of intoxicating liquor or drugs.

4. Compensation shall be payable only with the approval of the Insured and directly to the injured person or to his legal personal representatives whose receipt shall be a full and final discharge in respect of compensation to such person.
5. Total number of passengers including the driver shall not exceed (as shown in your schedule) at the time of accident.

#### 4.4 Windscreen Cover

Coverage shall be extended to include indemnity to the Insured up to AED 5,000/- to Windows/Windscreen (where this is the only damage) it being understood that any claim payment in respect thereof shall not be subject to any excess and consequently will not affect the NO CLAIM record.

#### 4.5 Car Hire Cash Benefit

In the event that an Insured Vehicle is being repaired due to accident, event, occurrence or claim covered under this policy during the policy period is required to be at a garage / dealership, the Company shall pay, subject to the conditions and exclusions detailed below, the Insured:

1. A cash benefit of one hundred and twenty-five dirhams (AED 125) per day starting the first day it is required to be at a garage / dealership up to a maximum of five (5) days for the first occurrence; or
2. A cash benefit of one hundred and twenty-five dirhams (AED 125) per day starting the second day it is required to be at a garage / dealership up to a maximum of four (4) days for the second occurrence.

#### Conditions:

1. The Insured must submit documentation from the garage / dealership repairing the Insured Vehicle showing starting and ending date of the repairs.
2. The Insured must submit documentation showing that the Insured Vehicle is being repaired due to an accident, event, occurrence or claims covered under this policy.
3. No more than five (5) days shall be insured under this cover for the first occurrence and no more than four (4) days shall be insured under this cover for the second occurrence.
4. No more than two (2) accidents, events, occurrences or claims shall be insured under this cover, during any one policy period, regardless of the number of days the Insured Vehicle is at a garage / dealership.
5. The maximum amount payable under this cover in any policy period shall not exceed six hundred and twenty five dirhams (AED 625) [one hundred and twenty five dirhams (AED 125) per day for five (5) days] in the first occurrence and shall not exceed five hundred dirhams (AED 500) [one hundred and twenty five dirhams (AED 125) per day for four (4) days] in the second occurrence.
6. Either this Section or Sections 4.6 or 4.7 shall be applicable at any one policy period.

#### Exclusions:

The Company shall not be liable to make any payment pursuant to this coverage where:

1. The Insured Vehicle is stolen; or
2. The Insured Vehicle is deemed a total loss; or
3. The Insured Vehicle is damaged or destroyed due to fire, burglary, theft or any malicious act; or
4. The Insured Vehicle is being repaired for an event, incident, occurrence or claim not covered under this Policy.

#### 4.6 Car Hire

In consideration of additional premium, we will provide the Insured with a hire car (Nissan Altima 2.5 or Mazda 6 or equivalent) for the duration required to repair the vehicle for a maximum period of ten days per annum in the event of an incident covered under Section II. Where the Insured Vehicle is stolen or declared a total loss, a hire car shall be provided for the duration until the claim settlement is offered up to a maximum period of ten days per annum.

**Conditions:**

1. Hire cars can only be used within the UAE.
2. Any other specific UAE restriction to car hire will apply.
3. Rent a Car terms and conditions will apply.
4. Either this Section or Sections 4.5 or 4.7 shall be applicable at any one policy period.

**Exceptions:**

1. Salik toll, parking costs or any fines.
2. Any kind of legal liability arising out of use of hire car.

#### 4.7 Car Hire Luxury

In consideration of additional premium, we will provide the Insured with a hire car (Mercedes C200 or equivalent) for the duration required to repair the vehicle for a maximum period of ten days per annum in the event of an incident covered under Section II. Where the Insured Vehicle is stolen or declared a total loss, a hire car shall be provided for the duration until the claim settlement is offered up to a maximum period of ten days per annum.

**Conditions:**

1. Hire cars can only be used within the UAE.
2. Any other specific UAE restriction to car hire and will apply.
3. Rent a Car terms and conditions will apply.
4. Either this Section or Sections 4.5 or 4.6 shall be applicable at any one policy period.

**Exceptions:**

1. Salik toll, parking costs or any fines.
2. Any kind of legal liability arising out of use of hire car.

#### 4.8 Protected No Claim Discount

In consideration of additional premium, the Company will only reduce 2 years of the Insured's No Claim Discount provided that:

1. No more than two non-recoverable claims made over one period of insurance.
2. The total amount of non-recoverable claims does not exceed twenty thousand dirhams (AED 20,000) over one period of insurance.

#### 4.9 Natural Perils

Coverage shall be extended to include loss or damage to the Insured Vehicle arising due to flood, hail and storm.

The Insured or his representative shall bear an additional AED 1,000 to the compulsory excess mentioned therein out of indemnity due in accordance with the terms and conditions of Section II.

#### 4.10 Paintless Dent Repair

In consideration of additional premium, dents sustained on the Insured Vehicle shall be repaired using Paintless Dent Removal method.

**Conditions:**

1. Coverage includes one single panel repair per policy period with up to 4 dents. A single panel is defined as the door skin, bonnet, boot/tailgate, roof, front wing or rear wing.
2. The paintwork in the damaged area is not cracked or broken.
3. The damage can be contained within a notional circle of 80mm in diameter.
4. The depth of the damage does not exceed 5mm.
5. The damaged area is within the metal panels of the vehicle.

#### 4.11 Agency Repairs

**If indicated on your policy schedule**, the damaged vehicle shall be repaired at the manufacturer's authorized repairers within the UAE if the vehicle has been used for less than five years from the year of manufacture, and at any workshop if it has exceeded such a period.

## V. Additional Excess

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### 5.1 Young Driver Excess

The Insured or his representative shall bear in addition to the compulsory Excess an additional excess of 10% out of Indemnity in accordance with the terms and conditions of Section II of this policy if the driver is at the time of Accident less than 25 years old.

### 5.2 Additional Excess for Convertible Cars

The Insured or his representative shall bear in addition to the compulsory Excess an additional excess of 10% out of Indemnity in accordance with the terms and conditions of Section II of this policy for damages related to convertible tops only.

### General Exceptions

- A. This policy does not cover loss or damage or Third Party Liability arising out of or resulting from accidents involving the Insured Vehicle in the following cases:
  - 1. Accidents which take place outside the Geographical Area specified in this policy.
  - 2. Accidents which happen directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature, invasion, act of foreign enemies, hostilities or warlike operations, whether war be declared or not, civil war, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military coups or usurped power, confiscation or nationalization or ionizing radiations, nuclear or atomic explosions or any consequences directly or indirectly connected with any of the said occurrences.
- B. This insurance does not cover any liability due to an agreement made by the Insured where no liability would arise but for that agreement.
- C. The Company is not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension: For any loss of claim arising in, or where the Insured or any Beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage transacting business with or otherwise offering economic benefits to the Insured or any other Beneficiary under the Policy. It is further understood and agreed that no benefits or payments will be made to any Beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Insurer, its parent company or its ultimate controlling entity. All other terms, conditions and exceptions remain unchanged.

### General Conditions

- A. The Policy and the Schedule shall be considered as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy and Schedule shall bear such specific meaning wherever it may appear.
- B. Every notice or communication to be given or made under this policy shall be delivered to the Company in writing.
- C. The Insured shall take all reasonable steps to maintain the Insured Vehicle in a roadworthy condition. The Company shall have at all times the right of free and full access to examine such motor vehicle or any part thereof. In the event of any accident or breakdown such motor vehicle or any part thereof shall not be left unattended without proper precautions being taken to prevent further loss or damage and if such motor vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to such motor vehicle shall be excluded from the scope of indemnity granted by this policy.

- D. The Insured shall remain throughout the validity of this Policy the sole and absolute owner of the motor vehicle and shall not make any agreement to let out upon hire the Insured Vehicle or enter into any agreement restricting his absolute control and possession of the Insured Vehicle without the written permission of the Company having first being obtained.
- E. In the event of any occurrence which may give rise to a claim under this policy, the Insured shall give immediate notice to the concerned authority and to the Company, with all relevant information. Every claim, writ, summons and process shall be forwarded to the Company immediately upon receiving. Notice shall also be given to the Company immediately the Insured has knowledge of any impending prosecution or investigation into the said accident in connection with any such occurrence, in case of theft or other criminal act which may give rise to a claim under this policy, the Insured shall give immediate notice to the police and cooperate with the Company in securing the conviction of the offender.
- F. No admission, offer, promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled, if it so desires, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity to damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give such information and assistance as the Company may require.
- G. At any time after the happening of any event giving rise to a claim or series of claims under Clause 1(b) of Section I of this Policy, the Company may, at any time, pay to the Insured the full amount of the Company's liability under the above mentioned clause and relinquish the conduct of any action, 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 action of the Company in connection with such defence, settlement or proceedings, or of the Company relinquishing such conduct. Also the Company shall not be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
- H.
  - a. The Company may cancel Section II of this policy, provided that there are substantial reasons calling and supporting such cancellation during the validity of the policy, by sending thirty days prior written notice to the Insured by registered letter at his last known address, and to inform the Insurance Authority about the reasons for this cancellation, and in such event the Company will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force. The Insured may cancel Section II by sending seven days prior written notice to the Insurer, provided that no claim has arisen during the current period of Insurance, the Insured shall be entitled to a return of premium paid after deducting what is proportionate to the period during which the policy was valid according to short term categories.
  - b. Neither the Company nor the Insured has the right to cancel Section I of this policy during its period of validity as long as the Vehicle's licence is valid. In case the policy is cancelled before its expiry date because of cancellation of the vehicle's licence, or presentation of a new policy or due to change in details of the vehicle or transfer of its ownership, the Company will refund to the Insured the paid premium after deducting what is proportionate to the period during which the policy was valid according to short term insurance categories, and provided no claim arose during the validity period of the policy. The Company shall pay to the Insured, in all cases of cancellation, the refund premium due prior to the expiry of the termination period.
- I. If at the time when any claim arises under this policy there be any other insurance covering the same loss damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any such loss or damage or compensation or costs or expenses.

- J. The due observance and fulfillment of the Terms and Conditions of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of all statements and declarations expressed by the Insured in the Proposal shall be conditions precedent to any liability of the Company to make any payment under the policy. Furthermore any notice of claim is to be fully in accordance with the requirements of Clauses 2 & 5 of the General Conditions.
- K. The Company may claim back from the Insured and / or the driver the value of what has been paid as compensation by the Company in the following cases:
1. If it is proved that the insurance contract has been made on the basis of false statements by the Insured or if he has concealed relevant information which affects the acceptance of this insurance by the Company or otherwise affects the premium or the Terms of this Policy.
  2. Using the motor vehicle for other purposes than stipulated in the Policy or exceeding the permitted number of passengers, overloading more than the permitted limit, or the load not stowed correctly, or exceeding the dimensions of width or length or height permitted.
  3. If the Driver disobeys the law involving an intentional criminal act or felony.
  4. If the Driver whether the Insured or a person driving with his permission has no driving licence for the type of vehicle involved in accordance with traffic law and its regulations, or the license granted has been suspended by court order or any competent authority, or in accordance with traffic regulations.
  5. If it is proved that the accident, death or bodily injury has resulted from an intentional act by the Insured.
  6. If it is proved to the authorities concerned or upon confession of the driver, that the accident occurred as a result of the vehicle being driven by the Insured or any person driving with his consent under the influence of drugs or alcohol or narcotic drugs affecting the capacity to control the vehicle.
- The right of recourse for the Company under this General Condition as well as the terms and conditions of this Policy, will not affect the rights of the harmed person towards the Insured.
- L. Nothing in this policy or any endorsement on it will affect the rights of any person entitled to compensation by virtue of this policy, or any other person' s right to recover any due amount by virtue of the law.
- M. Any claim under this Policy shall be time barred if not submitted to the Company within three years from the event giving rise thereto or from the time the concerned party knew of such event.
- N. It is possible that the Company and the Insured by virtue of additional endorsements attached to this policy and within the limits of its provisions and conditions, agree that the Company will cover other damages and injuries which are not mentioned in this policy especially the following:
1. Insurance against accidents which may occur to the Insured or his family and the driver at the time of accident and persons working for the Insured, including the medical expenses due to bodily injury to any one of them.
  2. Insurance against damage of property owned by the Insured or the driver at the time of the accident, or whatever is held in trust or under their custody, possession and control.
- O. Any dispute arising out of this policy falls within the jurisdiction of United Arab Emirates Courts.

## Privacy Notice

By entering into this contract of Insurance, you consent to the Insurer processing data relating to you for providing insurance products and services, legal, administrative and management purposes and in particular to the processing of any sensitive personal data relating to you.

You consent to the Insurer making such information available to thirds parties including but not limited to any Group Company, those who provide products or services to the Insurer or any Group Company, and regulatory authorities, within and outside your country of domicile. To review our privacy policy, go to <http://www.aig.ae>

## Complaints & Disputes

If the Insured Person wishes to file a complaint he/she may do so by contacting the Customer Care Manager at American International Group, by phone at +971 4 509 6111 or by email to [servicecenter-me@aig.com](mailto:servicecenter-me@aig.com) or by writing to PO Box 40569, Dubai, UAE, anytime during the life of the policy.

Information on the company’s internal complaint handling procedure will be provided by the Customer Care manager on request. The Insured person will receive a written acknowledgement within five (5) days of the date of notification of the complaint. Within fifteen (15) days of the date of notification of the complaint the Customer Care Manager will provide a written explanation of the complaint discussion in case of acceptance or rejection. After this point, if you are not satisfied with the outcome you may refer your complaint to Insurance Authority of UAE.

### You can now declare your claim in 3 easy steps

Step 1	
Obtain police report	Please ensure all details are correct on the police report.
Step 2	
Call us on 800 1244 (Sunday – Thursday, 8am – 5pm) Or E-mail to: <a href="mailto:myclaim@aig.com">myclaim@aig.com</a>	<ul style="list-style-type: none"> <li>• We will verify your coverage on the incident.</li> <li>• Inform you if you are required to pay any amount.</li> <li>• Advise you on the workshop to go.</li> <li>• We will send you an e-mail with further information on claim procedure.</li> </ul>
Step 3	
Send your vehicle for repair	<p>At the workshop, provide the following:</p> <ul style="list-style-type: none"> <li>• Original police report</li> <li>• Copy of driving license of the driver involved in the accident as mentioned in police report.</li> <li>• Copy of registration card of vehicle</li> </ul> <p>Once we have estimated the repair, you will be contacted by the workshop informing you when the vehicle is ready to be collected.</p>