



Car Insurance

# Policy Handbook Car Insurance

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# 1 Welcome to AXA Insurance

Now that you've chosen us for your vehicle insurance, you can be sure that we'll be there for you whenever you need us. We pride ourselves on our claims service and you can contact us for enquiries and advice regarding your claim.

We will help you if you:

- Are involved in an accident.
- Want to make a claim.
- Have a broken windscreen or window.

## If you have had an accident,

depending on your cover, we will arrange for your car to be recovered. You don't need to worry about estimates as we have our own network of approved garages. We will also authorise repairs and settle payments direct with the repairer, and all repairs are guaranteed for 12 months.

## If you are making a claim,

our claims department will record details of the incident and will start sorting out your problem immediately. The claims department will confirm:

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

### Our promise

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

For any assistance please call:

### Muscat

#### Customer Service

Tel.: 24400100

Fax: 24400120

#### Claims

Tel.: 24400100

Fax: 24400159

### Sohar

Tel.: 26846421

Fax: 26846423

# 2 Your Policy at a Glance

Covers	Motor Executive	Motor Perfect	Motor Select	Unified Motor Insurance Policy (Comprehensive)	Compulsory Insurance (Third Party Liability) + Fire, Theft, Burglary & MD	Compulsory Insurance (Third Party Liability only)
Insurance against loss and damage	√	√	√	√	Fire, Theft, Burglary & Malicious Damage only	X
Compulsory Insurance – Liability to third party	√	√	√	√	√	√
First aid expenses	√	√	√	√	√	√
Natural Calamities (STF)	√	√	√	√	O	O
Personal Accident	√	√	√	√	O	O
Optional: OMR 15,000, 20,000, 25,000	O	O	O	O	O	O
Riot, strikes, civil commotion	√	√	X	X	X	X
Family members as third party	√	√	X	X	X	X
Loading and unloading	√	√	√	X	X	X
Replacement locks	√	√	X	X	X	X
Motor trade and valet parking	√	√	X	X	X	X
New for old in first year (Total Loss)	From first registration up to 24 months	From first registration up to 6 months	X	X	X	X
No Depreciation on spare parts (Partial Loss)	From first registration up to 5 years	From first registration up to 2 years	X	First year of registration	X	X
Personal belongings	√	√	X	X	X	X
No-claim discount	√	√	√	√	√	√
Windscreen damage excess waiver	√	√	O	X	X	X
Replacement of Windscreen at Agency only	from first registration up to 5 years	from first registration up to 2 years	X	First year of registration	X	X
UAE Cover	√	√	O	O	O	O
Vehicle towing service without limit for distance	√	√	O	O	X	X
Agency repairs (after first year)	From first registration up to 5 years	From first registration up to 2 years	X	First year of registration	X	X
GCC Cover	√	O	O	O	O	O
Cover for damage to Insured's property outside the vehicle	√	O	O	O	X	X
Accident and breakdown recovery	√	√	√	O	O	O
Substitute vehicle throughout repair term	O	O	O	O	X	X
Cash compensation for consequential loss at OMR _____ for each day of stoppage	O	O	O	O	O	X
Automatic renewal if there is no claim	O	O	O	O	O	O
Without payment of Excess	O	O	O	O	O	O
Off-Road Cover	√	√	O	X	X	X
Hire Car Benefit 7 Days	√	O	O	X	X	X

√ Covered

X Not Covered

O Optional

## 3 AXA Branches in Oman

For Inquiries regarding your policy or renewals or Oman map, you may contact your Agent or any AXA offices listed below:

### Al Khuwair Main Office

Safeway Building, way No. 3303, Dohat Al Adab Street  
P.O BOX 1276, PC 112, Ruwi, Muscat  
Phone: 24400100,  
Fax: 24400120  
Timing:  
8.00 a.m to 5.00 p.m.  
(Sunday to Thursday)

### Qurum City Centre Outlet, Muscat

First Floor -  
Shop No. 007, opposite Carrefour Help Desk, Qurum  
Phone: 24470408,  
Fax: 24470566  
Timings:  
10.00 a.m. to 10.00 p.m.  
(Saturday to Wednesday)  
10.00 a.m. to 12.00 p.m.  
(Thursday and Friday)

### Sohar Branch

Dharamsey Nensey Building,  
Ground Floor near HSBC/  
OIB Al Hambar Branch  
P.O.BOX 109, PC 311 SOHAR  
Phone: 26846421, 26853096,  
Fax: 26846423  
Timing:  
8.00 a.m. to 5.00 p.m.  
(Sunday to Thursday)

### Muscat City Centre Outlet, Muscat

Ground Floor -  
Kiosk No. TC 9, Near to Gate Entrance No. 1  
East Wing Passage, Seeb  
Phone : 24558238,  
Fax: 24558276  
Timings:  
10.00 a.m. to 10.00 p.m.  
(Saturday to Wednesday)  
10.00 a.m. to 12.00 p.m.  
(Thursday and Friday)

### Muscat Grand Mall Outlet, Muscat

Ground Floor - Kiosk GK 11,  
Main Entrance Gate,  
near Carrefour Supermarket  
Phone: 24396106,  
Fax: 24396100  
Timing:  
10.00 a.m. to 10.00 p.m.  
(Saturday to Friday)

### The Wave, Muscat

The Wave Mall, First Floor  
beside the Main Entrance,  
Plot No. R22,  
Phone: 24548196,  
Fax: 24548195  
Timing:  
10.00 a.m. to 10.00 p.m.  
(Saturday to Friday)

### Salalah Branch

23 July Street Opposite  
Bank Dhofar Main Branch  
and Sultan Qaboos Mosque,  
Al Abadi building No.2 ,  
Ground floor

Phone: 23296841,23296842,  
Fax: 23297962  
Timing:  
8.00 a.m. to 5.00 p.m.  
(Sunday to Thursday)

Please visit our website  
to obtain location map or  
addition of new location &  
for other products  
[www.axa-gulf.com](http://www.axa-gulf.com)

## 4 Your AXA Motor Policy

### Your AXA Motor Policy

This policy booklet forms part of your legal contract with us and explains exactly what you are covered for. Your Schedule shows the level of cover you have chosen, and the Options/ Sections selected. AXA Insurance (Gulf) B.S.C. (c) is referred in the policy as the insurer, AXA, we, us or the Company.

### Your AXA Motor Policy

The wordings of the following sections are provided by the Capital Market Authority (CMA), Sultanate of Oman.

- Definitions
- Section 1
- Exceptions to Section 1
- Section 2
- Section 3
- General Exceptions
- General Conditions
- Appendix 1
- Appendix 2
- Appendix 3

## 5 Definitions

In implementing the provisions and appendices of this Policy, and unless otherwise required by the context, the following words and phrases shall have the meanings indicated next to them:

### **The Policy**

The Unified Motor Vehicle Insurance Policy and its appendices.

### **The Vehicle**

Any vehicle used for the transport of passengers or goods, or a motorcycle, a carriage or trailer, whether mechanically propelled or otherwise (other than those pulled by animals), used or to be used on the road within the borders of Oman.

### **The Road**

Any land passages available for vehicle traffic anywhere within the borders of Oman.

### **The Passenger**

Any person inside the vehicle within the authorized seating capacity or getting into or dismounting from the vehicle.

### **The Insurer**

The insurance company licensed to operate in Oman.

### **The Insured**

The owner of the vehicle

whose accidents on the road are covered by the Insurer, and anyone driving the insured vehicle is considered as the Insured.

### **Third Party**

Any person, other than the Insured or anyone who is in his position and their family members, even if he is an employee of the Insured.

### **Comprehensive Insurance**

The insurance on the body of the motor vehicle, insurance in favour of third party, natural calamities and personal accident.

### **Accident**

Any accident caused by the vehicle, or as a result of its use, or anything falling from it, or its explosion, being on fire or stolen, even when it is not moving.

### **The Authorized Driver**

Any person driving the vehicle provided that he has a valid driving licence in accordance with the requirements of the Omani Traffic Law and its Executive Regulations.

### **Proposal Form**

The application to be completed by the Insured with the specified details, which includes the required insurance, additional

benefits and the desired coverage.

### **Policy Schedule**

The Schedule specified in the insurance Policy which is an integral part of it and states the details of the Insured, the insured vehicle and the insurance cover granted.

### **Insurance period**

The period stated in the insurance Policy during which the Policy shall be valid, or any other renewal period agreed by both parties.

### **Excess**

The fixed amount specified in the Policy Schedule to be borne by the Insured for each accident.

### **Depreciation**

The percentage on the cost of new genuine spare parts in the event of partial loss to be contributed by the Insured/victim party at the time of an accident in accordance with the depreciation scale mentioned in the Policy. In case of total loss, the percentage to be deducted from the cash value of the vehicle in line with the depreciation scale mentioned in the Policy.

### **Compulsory insurance**

Insurance which covers all that has occurred to the third party, such as death, bodily injuries, material damage and medical expenses.

### **Personal Accident Addendum**

Covering death or bodily injuries as a result of a road traffic accident to the vehicle owner, the driver, and their family members, within the limits specified in the Addendum.

### **Permanent Total Disability**

Disability caused by an injury and resulting in the total and permanent loss of earning power or ability to work; or if the compensation percentage to the affected organ for one injury or total of more than one permanent injury is one hundred percent or more.

### **Permanent Partial Disability**

Disability caused by an injury to an organ or organs which results in a permanent decrease in the injured person's earning power or his ability to work or his ability to use the affected organ or organs.

### **Temporary Disability**

Disability caused by an injury which results in a loss of a temporary nature of the injured person's earning power or his ability to work or his ability to use the affected organ or organs.

### **Constructive Total Loss**

A damaged vehicle is considered as a total loss if the actual cost of repairs exceeds seventy five percent of its value at the time of accident.

### **No claim discount**

A discount to be offered and deducted from the renewal premium of the policy in consideration of no claim paid or payable for the previous insurance term.

### **Natural disasters**

Floods, wadis, cyclones, hurricanes storms and hail. specified details, which includes the required insurance, additional benefits and the desired coverage.

### **Consequential Loss**

Indirect loss resulting from the insured accident and occurring later.

### **Prime Mover**

A vehicle connected or able to be connected to a trailer or more and together form one unit.

### **Trailer**

A vehicle without engine designed to be held or tracked by a motor vehicle.

### **Claim Completion Date**

The date the at fault party completig the following:

- Pay the excess amount
- Deliver the vehicle to the insurance company
- Provide the insurance company with a copy of the car registration and the drivers license
- Minor accident form in case of a minor accident
- Police Report in case of sever accident or a minor accident where and when necessary.
- Letter from financing party - if any
- Any necessary documents required by the Insurance Company at the time of loss

The same requirements applies on the victim / other party except the excess payment point.

### **Insurance Premium**

The amount paid by the insured to the insurance company for bearing the covered risk.

# 6 Covers

## Section 1 - Insurance Against Loss and Damage

1. The Insurer 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:

- a) Fortuitous accident, collision or overturning.
- b) Fire, external explosion, self-ignition or lightning.
- c) Flood, storm, tempest and cyclone.
- d) Burglary or theft.
- e) Malicious act by any third party.

2. The Insurer shall repair the vehicle damaged by the accident and reinstate it to its pre-accident condition. The Insurer may pay in cash to the Insured the cost of damages after the approval of the Insured provided that the liability of the Insurer shall not exceed the replacement value of the damaged parts and the reasonable cost of fitting the same.

3. The Insured may undertake the repair of the damage sustained by the vehicle as a result of the accident covered by this Policy subject to the estimated cost of repair not exceeding OMR 150 (Rial Omani One Hundred and Fifty). However, if the cost exceeds the said amount, the Insured shall not carry out the repairs without the Insurer's approval.

In case the repairs are carried out by the Insured, he shall provide the Insurer with a detailed statement of the repair cost that is approved by the repairer in order to be reimbursed.

4. The Insurer shall indemnify the Insured in cash for the value of the vehicle in the event of actual or constructive total loss. The Insurer may, subject to the approval of the Insured, provide him with another vehicle of the same model, type and specifications.

5. The Insurer shall bear the cost of protecting and transporting the vehicle to the nearest repair workshop in the

area in which the loss or damage has occurred, subject to the costs not exceeding OMR 100 (Rial Omani One Hundred). Unless they agree in writing on higher amount.

### Exceptions to Section 1

The insurer shall not be liable to pay any indemnity in respect of the following:

1. Consequential loss suffered by the insured or decrease in the value of the vehicle due to usage, wear and tear, obsolescence or any failure, defect or mechanical or electrical breakdown, failure or breakage.
2. Damage to the vehicle as a result of overloading or carrying passengers in excess of the licensed number of seats provided it is proved that the overloading or excess passengers is the cause of the accident.
3. Damage to tyres unless the vehicle is damaged at the same time /the damages is due to a covered accident.
4. Loss or damage sustained by the vehicle due to accidents resulting from:

- a) The driver of the vehicle whether he was the insured or anyone in his position being under the influence of drugs or alcohol.
- b) The use of the vehicle for purposes other than those specified in this policy.
- c) Driving the vehicle by a person who is not legally authorized to drive.

## Section 2 - Compulsory Insurance

Compulsory insurance covers the following:

**First:** Insurance in favor of others (third party):

1. In the event of an accident caused by or arising out of the use of the insured vehicle, the Insurer shall pay, subject to the limits of its liability as provided in this Policy, all the amounts which the Insured shall become legally liable to pay as compensation for:
  - a) Death or any bodily injury sustained by any person including the passengers of the vehicle (except the Insured himself, the driver of the vehicle

at the time of the accident and their family members, i.e. parents, children and spouse). A person shall be deemed to be a passenger of the vehicle whether inside it, getting into or alighting from the same. The employees of the owner of the vehicle are included under this cover as third parties.

- b) Damage to things and property outside the vehicle except those owned by the Insured or the driver of the vehicle or their family members at the time of accident, or held by them in trust or under their custody or possession.
- c) Expenses for the treatment of injuries sustained by third parties as a result of the accident.
- d) Costs and expenses of medical institutions as per the rules and limits stated in the Policy Schedule.
- e) Costs resulting from the accident

for protecting and transporting the vehicle to the nearest repair workshop and delivering it to the place where the loss and damage has occurred.

- f) Amounts ruled by the court (including compensation, judicial expenses, legal fees (such as expert's report if the case is referred to him, or translation of reports, etc) and attorney's fees).

**Second:** Expenses for the treatment of injuries of the Insured and anyone in his position and their family members:

This insurance covers the expenses for treatment of injuries sustained by the Insured and anyone in his position and their family members as a result of an accident to the insured vehicle, within the limits stated in the insurance Policy Schedule; and the Insurer is bound to pay these expenses to the hospitals and medical institutions as per the rules specified in this Policy Schedule.

Insurance under this Section shall extend, subject to

the terms and conditions provided herein, to cover the liability of any driver duly authorized by the Insured provided that such driver fulfills and observes the conditions of this Policy and abides by it as if he were the Insured himself.

### Section 3 - First Aid Expenses

The Insurer shall bear the cost of medical emergency services for any bodily injury sustained by any person, including the Insured and anyone in his position and their family members and the passengers of the insured vehicle, directly and immediately arising from an accident to the aforesaid vehicle, the expenses are set as OMR 400 (Rial Omani Four Hundred) in total for any single accident.

### Section 4 - Natural Calamities (STF)

The cover under Section 1 (Insurance against loss and damage) extends to indemnify the Insured in respect of loss of or damage to the Insured Vehicle caused by:

Flood, storm, typhoon, tempest, cyclone, tornado, volcanic eruption, earthquake or other convulsions of nature.

If requested in the Proposal Form and on payment of applicable premium, this Natural Calamities (STF) extension is also available even if only Section 2 (Compulsory Insurance) is insured.

### Section 5 - Personal Accident Benefit

The Policy is extended to cover Personal Accident Benefits to the occupants of the Insured Vehicle as per terms and conditions given in Appendix 2.

Under Motor Executive an optional cover is available to increase the Personal Accident Limit for the driver up to 35,000 OMR.

### Section 6 - Riot, Strikes, Civil Commotion

The cover under Section 1 (Insurance against loss and damage) extends to indemnify the Insured in respect of loss of or damage to the Insured Vehicle caused by:

- Riot or Strike.
- Civil Commotion which does not assume the proportions of or amount to a popular rising.

### Section 7 - Family Members

Section 2 (Compulsory Insurance) First: Insurance in favour of others (third

party) Article 1 (a) is extended to cover:

Death of or bodily injury to family members of the Insured and/or Driver whilst in or getting in or getting out of the Insured Vehicle.

The Insured whilst travelling as a passenger in the Insured Vehicle.

### Section 8 - Loading and Unloading

Section 2 (Compulsory insurance) is extended to cover accidental death of or bodily injury to any person or accidental damage to third party property arising out of loading and unloading of the Insured Vehicle.

**However this extension does not cover:**

- a) Loss or damage to things carried or loaded in or unloaded from the insured vehicle.
- b) Death of or bodily injury to insured, the driver of the vehicle, and their family members unless Section 7 is also insured.

### Section 9 - Replacement Locks

If the car keys or lock transmitter of your car are damaged or stolen, we will pay the cost of replacing (if required)

- The door locks and boot lock;
- The ignition and steering lock; and
- The Remote key transmitter and central locking system.

as long as we are satisfied that the identity or garaging address of your car is known to the person who may have your keys or transmitter. Your no-claim discount will not be disallowed just because you have made a claim under this section. However, we will not pay the cost of replacing any alarms or other security devices used in connection with your car.

The most we will pay for any one accident is

- Motor Perfect – OMR 250
- Motor Executive – Actuals

### Section 10 - Motor Trade and Valet Parking

We will indemnify the Insured for loss of or damage to the Insured Vehicle whilst in the custody or control of:

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

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

Provided the Insured is unable to recover from the responsible party; or will give us the subrogation right.

### Section 11 - New Car Replacement

- If your car is under 6 months old and is declared a total loss we will pay for a brand new replacement model if you have a Motor Perfect Policy.
- If your car is under 24 months old and declared a total loss under the Motor Executive Cover, at AXA's decision we will either reimburse you:
  - a) The purchase price of your vehicle (minus any additional charges including but not limited to charges for non-manufacturer accessories and finance charges), or
  - b) The current retail price of purchasing a brand new vehicle of the same model as your current vehicle

Provided that:

- i) Your vehicle is not imported.
- ii) Your vehicle was bought as brand new from the Oman dealership.
- iii) You can provide a receipt from the dealership proving the amount you paid for the vehicle.
- iv) You were the first owner of the vehicle.

- For a brand new vehicle, the settlement amount cannot exceed the sum insured declared to us at inception. For a vehicle in the second year of registration, the settlement amount cannot exceed 20% more than the sum insured declared to us at inception.

### Section 12 - Depreciation (Partial Loss)

In the event of a partial loss requiring replacement of parts, the depreciation scale to be applied will be as follows:

- Motor Perfect Policy  
No depreciation will be applied for two

years from the date of registration of a brand new vehicle.

- Motor Executive Policy  
No depreciation will be applied for five years from the date of registration of a brand new vehicle.

### Section 13 - Personal Belongings

We will pay you (or if you prefer, the owner) for the value of loss or damage caused to personal belongings by fire, theft or accident while the belongings are in your Insured Vehicle.

We will deduct an amount for depreciation, wear and tear when we settle a claim. Policy excess will not be applicable for settlement of the above claim.

The most we will pay for any one accident is:

- Motor Perfect – OMR 100
- Motor Executive – OMR 200

### Exceptions to Section 13

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

- Money, stamps, tickets, documents or securities.
- Theft of any property

carried in an open or convertible vehicle.

- Goods or samples carried in connection with any trade.
- Gold, silver, diamonds, precious metals and jewellery.

### Section 14 - No-Claim Discount

- If you make a claim under your policy; we will reduce your no-claim discount in line with the scale mentioned in Appendix 3.
- If you do not make a claim under your policy, we will increase your no-claim discount when you renew your policy in line with the the pre-set scale mentioned in Appendix 3.

### Section 15 - Windscreen Damage Excess Waiver

In the event of breakage of the windows or windscreen of the Insured Vehicle where this is the only damage to the Insured Vehicle (other than scratching of bodywork resulting from the breakage), we will indemnify you for the cost of replacement of such windows or windscreen and any payment in respect thereof shall not be deemed

to be a claim for the purpose of calculating no-claim discount and shall not be subject to any Excess.

Maximum limit for this section:

- Motor Perfect Policy – OMR 200/- If the actual repair cost exceeded this amount, the policy will be subject to the Excess stated in the schedule.
- Motor Executive policy – There is no limit.

### Section 16 - Replacement of Windscreen at Agency

In the event of breakage of the windows or windscreen of the Insured Vehicle where this is the only damage (other than scratching of bodywork resulting from the breakage), and on your request, we will replace the windows and/or windscreen at the agency or authorized dealers.

Any payment in respect thereof shall not be deemed to be a claim for the purpose of calculating the no-claim discount and shall not be subject to any Excess.

### Section 17 - UAE Cover

The territorial limit is extended to include United Arab Emirates.

### Section 18 - Vehicle Towing Service Without Limit For Distance

In the event of a claim which is otherwise covered by the Policy due to which the insured vehicle is disabled and cannot be driven, we will pay the cost of towing to the nearest repair workshop irrespective of the distance and irrespective of the limit specified in the Policy Schedule.

This benefit also applies outside the Sultanate of Oman if the Policy has been extended to cover other countries, but it is the decision of AXA to either repair the vehicle in the country of accident or tow the insured vehicle back to Oman.

If Section 22 (Accident and Breakdown Recovery) is also insured, and the accident has occurred anywhere in the Sultanate of Oman, we recommend you to contact them so that they can provide you assistance in the quickest possible time and without you having to pay for their service.

### Section 19 - Agency Repairs

Section 1 (Insurance against loss and damage) of the policy is extended to include accidental damage repairs

of the Insured Vehicle at the manufacturers authorized dealers in the Sultanate of Oman.

Unified Motor Vehicle Insurance Policy (Comprehensive cover)	For a maximum period of 1 year from date of first registration
Motor Perfect	For a maximum period of 2 years from date of first registration
Motor Executive	For a maximum period of 5 years from date of first registration

### Section 20 - GCC Cover

The territorial limit is extended to include United Arab Emirates, Bahrain, Saudi Arabia, Kuwait and Qatar.

### Section 21 - Cover for Damage to Insured's Property Outside the Vehicle

Section 2 (Compulsory Insurance) First: Insurance in favour of others (third

party) Article 1 (b) is extended to cover:

- Damage to things and property outside the vehicle which are owned by the Insured or the driver of the vehicle or their family members at the time of accident.

Subject always to the maximum liability limit of the Company as stated in the Policy Schedule for this Section 2, Article 1 (b).

### Section 22 - Accident and Breakdown Recovery

This cover applies to the insured vehicle while it is being driven by you or anyone else and to any private vehicle you are traveling in either as a driver or as non-fare paying passenger. Section 22 will only apply when using AXA's roadside assistance provider.

- 24 hours service.
- The Roadside Assistance card is valid only for the Insured Vehicle during the period of insurance.
- Geographical Area – Anywhere within the Sultanate of Oman and elsewhere in the GCC if the Policy is extended to any of these countries.



- The benefits do not apply to any towing or removal from anywhere in the desert and beaches.

### Accident Recovery

If the vehicle is damaged and cannot be driven due to an accident, the vehicle will be towed to an AXA approved garage as per instructions provided to the breakdown recovery Company.

### Towing Service

If the vehicle does not start or requires mechanical repairs, the vehicle will be towed to the dealer's garage or a garage of the insured's choice (limited to one transfer).

### Battery Boost

If the battery is 'dead', the vehicle will be jump-started to get it moving. If the vehicle still does not start it will be towed to the dealer's garage or a garage of the insured's choice.

### Flat Tyre Change

If the vehicle has a flat tyre, we will help to change the tyre. If the vehicle does not have a spare tyre it will be towed to the dealer's garage or garage of the insured's choice.

### Petrol delivery

If the vehicle cannot be driven due to an empty petrol tank, we will deliver up to a maximum of 5 gallons of fuel. The insured has to bear the cost of the fuel.

### Locked Out Vehicle

If you are locked out of the vehicle, we will attempt to open the lock under supervision of the appropriate authorities.

### Off road recovery

If your vehicle breaks down off-road, we will arrange to have the vehicle towed to the dealer's garage or a garage of the insured's choice. If your vehicle is 'stuck' off-road it will be winched to the nearest roadway.

### Section 23 - Substitute Vehicle Throughout Repair Term

Following an accident covered by Section 1 (Insurance against loss and damage) of your policy, we will provide a hire car or alternative vehicle:

- For the duration of the repair period; or
- For a maximum period of 7 days irrespective of period of repair, and regardless of type or extent of claim.

If the Insured Vehicle is stolen, or if the damage is extensive and we decide not to repair it considering the vehicle as a total loss, we will provide hire car or alternative vehicle for up to seven days or until we make an offer to settle your claim, whichever is earlier. We will only do this if we accept your claim.

Hire cars are standard saloon vehicles with an engine size of 1.3cc and you can use them in Sultanate of Oman only. Use of the hire car or alternative vehicle will commence after all documentation is submitted to us and the damaged car is taken for repairs. A current driving license will be required and driving of the hired vehicle will be restricted to the policyholder and/or spouse. The hire car or alternative vehicle must be collected by you and returned to the Car Hire Company or the repairer where your own vehicle is repaired.

### Exceptions to Section 23

- a) Fuel costs, parking costs or any fines.

Subject also to the terms and conditions of the car hire company.

### Section 24 - Cash Compensation For Vehicle Stoppage

Following an accident covered by Section 1 (Insurance against loss and damage) of your Policy, we will pay you a cash compensation for the duration of the repair period. If the vehicle is stolen, or if the damage is extensive and we decide not to repair it considering the vehicle as a total loss, we will pay the cash compensation for up to seven days or until we make an offer to settle your claim, whichever is earlier. We will only do this if we accept your claim.

The amount of cash compensation per day will be specified in the Policy Schedule.

### Section 25 - Automatic Renewal Of Your Policy

Your policy will be automatically renewed on the expiry date if there has been no claim during the expiring one year period of insurance. A deposit premium will be collected if this option has been selected.

We will attempt to contact you on the address and telephone numbers provided by you (by letter and/or email and/or fax and/or phone) and advise you when your Policy will expire, what your renewal premium

is and how to collect the necessary documents from our office (Policy Renewal Documents, etc) and pay the required balance premium.

### Section 26 - Without Payment Of Excess

No Excess will apply in the event of a claim covered by the Policy.

### Section 27- Off Road Cover

Your policy cover will be extended to cover accidental loss or damage to the insured vehicle whilst being driven off road

Provided that:

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

This extension is otherwise subject to the terms, conditions and exclusions of this policy.

### Section 28 Hire Car Benefit 7 Days.

Following an accident covered by Section 1 (Insurance against loss and damage) of your policy, regardless of type or extent of claim, we will provide a replacement vehicle for the period of repair up to a maximum period of 7 days, irrespective of whether the

period of repair work goes beyond that.

If the Insured Vehicle is stolen, or if the damage is extensive and we decide not to repair it and consider the vehicle as a total loss, we will provide a replacement vehicle up to seven days or until we make an offer to settle your claim, whichever is earlier.

Hire cars are standard small-engine saloon vehicles and you can use them in the Sultanate of Oman only. Use of the hire car will commence after all documentation is submitted to us and the damaged car is taken for repairs. A current driving license will be required and driving of the hired vehicle will be restricted to the policyholder and/or spouse. The hire car vehicle must be collected by you and returned to the Car Hire Company or the repairer where your own vehicle is repaired.

### Exceptions to Section 28

- a) Fuel costs, parking costs or any fines.
- b) The cost of rent a car after the agreed 7 days
- c) Subject to terms and conditions of the car hire company.

## 7 General Exceptions

1. This insurance does not cover loss, damage or liability resulting or arising from accidents involving the insured vehicle in the following events:

Accidents occurring, arising or resulting directly or indirectly due to volcanoes, earthquakes, invasion, acts of foreign enemy, acts of war or warlike operations, whether war be declared or not, civil war, strikes or terrorism, civil commotion, insurrection, revolution, military coup, usurped power, confiscation, nationalisation, ionising radiation, contamination by radioactivity from any nuclear or atomic or nuclear explosives or any factor directly or indirectly connected to any of the aforementioned causes.

2. In determining liability towards third party, the insurer shall not be liable for any damage of whatsoever nature directly resulting during and because of the operation of the insured vehicle especially in drilling, lifting, construction works, agriculture or

in any other similar works. Driving of the vehicle from and to the operation site shall not be considered as operating under this clause.

3. This insurance shall not cover things carried or loaded in or on the insured vehicle.
4. This insurance does not cover consequential loss resulting from a risk covered by this insurance policy.

## 8 General Conditions

1. This Policy, its Schedule, Appendices and Proposal Form shall be read as one contract, and any word or expression to which a specific meaning has been attached in any part of this Policy or Proposal Form shall bear the same meaning wherever it appears, unless otherwise required by the context.
2. The Insured shall take all reasonable steps to safeguard the insured vehicle from loss or damage and maintain the vehicle in roadworthy condition. The Insurer shall have at all times free and full access to examine the vehicle or any part thereof.
3. In the event of any accident or breakdown, the Insured shall not leave the vehicle or any of its part unattended without proper precautions being taken to prevent further damage; and if the vehicle is driven before the necessary repairs are effected, any extension of the damage or any further damage to the vehicle shall be excluded from the scope

of Insurer's liability.

4. a) Neither the Insurer nor the Insured has the right to cancel Section 2 (Compulsory Insurance) for the vehicle during its period of validity as long as the licence of the vehicle is still in force. Such cancellation, were it to occur, shall have no effect against the third party. Exempted from the foregoing shall be the case where a new insurance Policy is submitted for the remaining period of insurance and the name of the new Insurer is shown on the Mulkiya. In such cases, the Insurer shall refund to the Insured the premium paid less the premium due calculated on short-period rates specified in Schedule 4 of Appendix 1 herein, provided that no claim has arisen during the validity of the Policy.
- b) The Insurer may cancel the provisions of Section 1 (Loss

& Damage) of this Policy if there are material and substantial reasons requiring such cancellation such as a deliberate act by the Insured to obtain compensation, by sending a written notice by registered mail to the Insured at his last known address fifteen days prior to the cancellation date. In this case, the Insurer shall refund to the Insured the premium paid less the pro-rata portion thereof for the period during which the Policy has been in force, as follows:

<p>Remaining period Premium X _____ Insurance period</p>
--

Similarly, the Insured may cancel the provisions of Section 1 of this Policy by written notice to be delivered or sent to the Insurer by registered mail and, in such a case, the Insurer shall refund to the Insured the premium paid less the premium due calculated on

- short-period rates specified in Schedule 4 of Appendix 1 of this Policy; provided that in both the aforementioned cases no claim has arisen during the validity of the Policy. Exempted from the foregoing shall be the case where the vehicle is insured at a value higher than the actual value, the insurer's obligation is limited to pay the difference in indemnity. The insured's right in recovering the premium shall be forfeited and shall pay the agreed excess.
- c. In case the period of insurance has expired, the owner of the vehicle shall be solely responsible for any claim arising after the expiry of the Policy.
- d. Without prejudice to the provisions of paragraph 4-b of this clause, if the vehicle has been sold before the expiry date of the insurance, the original Insured and the Insurer shall remain liable for any claim by any third party against the vehicle. If the insurance of the vehicle is comprehensive, the original Insurer remains also liable to indemnify for any material damage the vehicle may sustain as a result of accidents in accordance with the provisions and terms and conditions of this Policy until the name of the new owner has been notified to the motor vehicle registration authority of the Royal Oman Police.
- e. The insurance of inspection plates for new vehicle shall expire forthwith issuance of new policy in the name of the owner and received the vehicle.
5. In the event of an accident which may give rise to a claim, the Insured or the person representing him shall give immediate written notice to the Insurer and provide it with all relevant information. Every notice of a claim, writ or summons shall be notified or forwarded to the Insurer immediately upon receipt of the same by the Insured or any person representing him. Notice shall also be given to the Insurer immediately after the Insured has knowledge of any impending prosecution or investigation relating to the aforesaid accident. In case of theft or other criminal act which may give rise to a claim under this Policy, the Insured shall immediately inform the Police and cooperate with the Insurer in securing the conviction of the offender.
6. The Insurer may, at any time, and at its own discretion, take over the defence and proceedings of the case in the name of the Insured in respect of any claim for which the Insurer may be liable under this Policy, and also to settle this claim. The Insurer may claim for its own benefit and in the name of the Insured all compensations and guarantees, and it shall have full power to take any action and reach a compromise in any claim.
7. a) If it has been established by the Police report that liability for the accident is shared between two collided vehicles, then the liability of each vehicle towards the other for material damage shall be in proportion to the fault of each driver. If the report does not determine such proportion, the fault shall be apportioned equally. The liability of each insurance company involved shall be determined at the proportion of 50% of the material damage to the other vehicle and the owner of the damaged vehicle shall bear personally the other 50% unless he has his vehicle covered under a comprehensive insurance, in which case his insurance company shall bear the other 50%. The same principle shall apply if liability for an accident is shared between more than two vehicles.
- b) The provisions of the preceding paragraph shall not apply in the event of bodily injuries resulting from the accident, as the person who has sustained bodily injury and the heirs of any third party who has died by reason of such accident shall be entitled to receive whatever amount is awarded by a final court decision, from the insurance company or companies of the vehicles sharing liability for the accident.
- c) **Bodily injury or death of the driver of the insured vehicle or anyone in his position or one or more of their family members:** The liability of each vehicle for bodily injury and death shall be determined in proportion to the fault of its driver, and if such proportion is not determined the fault shall be apportioned equally. Accordingly, if it is established that the fault is shared between two vehicles and the proportion is not determined, the fault shall be in the proportion of 50% between the two of them. The liability of the insurance company of each vehicle shall then be determined in the proportion of 50% of the bodily injuries or death of the owner of the other vehicle or anyone in his position or one or more of their family members who sustain bodily injury or death as a result of the accident, and the owner of the vehicle shall personally bear the other half in respect of such injury or death, a final judgment having been rendered as to the same, unless the owner of the vehicle is insured under the Personal Accident Addendum in which case his insurance company shall pay the other half in accordance with the provisions and limitations of such Addendum. The same principle shall have effect if liability

- for the accident is shared by more than two vehicles.
- d) **Medical expenses for bodily injury sustained by the Insured, anyone in his position, and their family members:** The liability of each vehicle for such expenses shall be determined in proportion to the fault of its driver, and if such proportion is not determined the fault shall be apportioned equally. In this case, the Insurer shall bear 50% of these expenses up to the maximum amount stated in Item 4 of the Schedule of this Policy, whereas the Insurer of the other vehicle shall bear 50% of the total of such expenses. The same principle shall have effect if liability for the accident is shared by more than two vehicles.
8. The holder of a comprehensive insurance Policy may directly claim from the Insurer the indemnity for
- the damage sustained by his vehicle as a result of an accident caused by another vehicle(s) insured with the same Insurer or other insurance companies. Then, the Insurer shall claim the paid amount from the insurer of the other vehicle which caused the accident. In such case the Insured shall not lose the no claim discount because he has not caused the accident, all this is without prejudice to the right of the comprehensively insured person to claim directly from the other insurer the full indemnity for the damage sustained by his vehicle as a result of the shared accident caused by one or more vehicles. The Insurer shall then claim the paid amounts from the other Insurers in proportion to their liability for the damages sustained by the vehicle. In case the at fault party does not have insurance, the insurer may recover the paid amount directly from him / her. Also, the insured is not liable to pay the excess amount if he/ her is not at fault.
9. If at the time of any
- claim arising under this Policy there is any other insurance covering the same loss, damage or liability, the Insurer shall only pay its ratable proportion of that loss, damage, indemnity, costs or expenses equivalent to the proportion of insurance cover under this Policy to the total aggregate insurance amounts or indemnity for the same loss, damage or liability.
10. The due observance and fulfillment of the terms and conditions of this Policy in so far 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 Form submitted by him shall be a pre-condition to admission to any liability by the Insurer under this Policy.
11. The Insurer is entitled to recover from the Insured any amount already paid as compensation to a third party and to withhold compensation to the Insured for damage to the insured vehicle under a comprehensive cover
- or for bodily injuries sustained by the Insured and any one in his position and their family members and medical and first aid expenses if the Policy covers such injuries, in the following cases:
- a) If it is proved that the insurance has been effected on the basis of false statements by the Insured or in the event of non-disclosure of material facts which would have affected the Insurer's acceptance of the risk or the premium rates or conditions thereof.
- b) If the accident occurs as a result of the use of the insured vehicle for purposes other than those stipulated in the Policy, exceeding the licensed number of passenger seats or overloading, provided that the overloading or excess passengers in both cases causes the accident, or the load is not stowed correctly or exceeds the permitted limits
- of width, length or height.
- c) If the driver of the vehicle is not authorized in the first place to drive the type of vehicle involved, or his driving licence has been seized by the competent authorities, or was under the influence of alcohol or drugs.
- d) If it is proved that the accident, death or bodily injury resulted from a willful act of the Insured.
- The right of recourse of the Insurer under the provisions of this clause and the conditions contained in this Policy shall not affect the rights of the affected party against the Insured.
12. a) Any legal action under this Policy shall be time-barred if not submitted within two years from the date of the accident. However, in case of non-disclosure of material facts relating to the insured risk or false material information,
- the time-bar period stated above would become effective from the date on which the concerned party becomes aware of the withheld or true information.
- b) The time-bar mentioned in the preceding paragraph shall be interrupted by a registered letter or by delivery of the claim related documents to the Insurer within the period mentioned in the aforesaid paragraph.
13. The Royal Oman Police is the competent authority responsible for issuing inspection reports of the vehicle damaged by an accident. In case of discrepancy regarding the causes of invisible damage sustained by the vehicle which the inspection report does not specifically determine whether or not they are attributable to the accident, the vehicle shall be sent to the concerned Agent again to determine whether such damage was caused by the accident or are due to wear and tear. If such

- damage is caused by the accident, the Insurer shall bear all costs; and if not, the owner of the vehicle shall bear the cost of inspection and repairs. If the Agent or the workshop is unable to determine the cause of damage, the inspection report shall prevail and it shall be binding on all parties.
14. The Insurer may not postpone the settlement of third party claim due to the failure of Insured responsible for the accident to pay the Excess to the Insurer.
15. It is not allowed to deduct any depreciation or fix used parts if such parts are included in the list specified by the Royal Oman Police in accordance with Schedule 5 of Appendix 1.
16. In case of insurance of equipment used in drilling or construction, etc, the Insurer shall offer other insurance options that cover the risks of such equipment when used at the work site and get a written approval or refusal from the owner of the equipment in the Proposal Form as per Schedule No. 2-B. If such equipment are sold by installments, the approval of the financing company or bank (mortgager) must be obtained.
17. The maximum period for repairing any damaged vehicle is thirty days only from the date of completion of the accident file. In case of exceeding the said period, the affected party shall have the right to resort to the competent courts to claim compensation.
18. The Insurer shall pay cash compensation for injuries or damage resulting from vehicle accidents within a maximum period of 14 days from the date of completion of the accident file or issue of a final court decision.
19. The damaged vehicle shall be repaired at the concerned agency if the vehicle has been used for less than one year from the date of first registration, and at any ROP approved workshop if it has exceeded such a period.
20. If the damaged vehicle has been used for less than one year, all spare parts used for replacement should be new and genuine, without any deduction or depreciation. The spare parts damaged by the accident may not be replaced with used ones.
21. Basis for computation of spare parts:
- If the age of the damaged vehicle is more than one year, parts used for repair shall be original and new of the same type and age of the damaged vehicle and fit for use without deduction or depreciation.
  - If used parts are not available the insurer shall provide original new parts without deduction of any depreciation.
  - If the insured wanted to replace the damaged parts by new ones even though used parts are available, the insurer has the right to apply depreciation on the parts to be changed.
  - If the insured wants to repair his vehicle at the agency with original and new parts, the insurer has the right to charge the insured the difference between the concerned Agency and the cost at the workshop.
22. The Insurer that rejects a compensation claim shall provide the claimant with a written statement indicating the reasons for rejection within a maximum period of two weeks from submission of the compensation claim with the supporting documents. The claimant may, in this case, resort to the competent authorities to claim compensation.
23. In the event of the insured vehicle being involved in an accident causing loss or damage to other vehicle(s) owned by the same Insured, the Insurer shall only be liable for loss or damage caused to the insured vehicle. The insurer(s) of the other vehicles shall be liable for loss or damage if the vehicles have insurance cover under Section 1.
24. If the vehicle becomes a total loss as a result of an accident and has been cancelled by the Police, or if it has sustained heavy damage which renders it a total loss (constructive total loss), compensation shall be as follows:
- First: Comprehensive Insurance**
- The cash value of the vehicle on the purchase date is determined according to its first purchase invoice. If this purchase invoice is not available, a certificate shall be requested from the agency stating the actual cash value of the vehicle on the purchase date.
  - Depreciation shall be computed as per the approved Depreciation Schedule 1 or 2 of Appendix 1.
  - The difference between item 1 and item 2 is considered to be the insurance value of the vehicle at the beginning of insurance during the years following the first year, and it is the basis of compensation settlement in case of accident.
- iv) As an exception to the above rules, in case the insured amount is higher than the vehicle value stated in the aforesaid rules, the Insurer is liable to pay the amount agreed upon in the Schedule of this Policy (after considering the applicable depreciation).
- Second: Insurance to Third Party**
- The Insurer responsible for the accident shall be liable to pay the market value of the vehicle or its value as per Item First, whichever is higher at the time of the accident.
25. The calculation of the No Claims Discount applicable to the Insurance Premium due to non-existence of accidents, as mentioned in the policy schedule, shall be in accordance with the Appendix 3.

### Appendix 1 - Rules For Claim Settlement And The Basis Of Depreciation

#### Basis of indemnity calculation:

#### Comprehensive & Compulsory Insurance:

a) **Total Loss:** Depreciation shall be computed from the first month at

the rate of 1.25% per month and 15% at the end of the first year. The approved Depreciation Schedule shall be applicable for the following years as per Schedules 1, 2 of this Appendix.

b) **Partial Loss:** Depreciation shall be computed from the first

month of the second year at the rate of 0.8% per month and 10% at the end of the second year. The approved depreciation Schedule shall be applicable for the following years as per Schedule 3 of this Appendix.

#### Schedule 1

##### Depreciation used in calculating total loss of private vehicles

Year	Balance at the beginning of year	Total Depreciation	Balance at the end of year
One	100%	15%	85%
Two	85%	28%	72%
Three	72%	38%	62%
Four	62%	48%	52%
Five	52%	53%	47%
Six	47%	58%	42%
Seven	42%	62%	38%
Eight	38%	66%	34%
Nine	34%	69%	31%
Ten	31%	72%	28%
Eleven	28%	75%	25%
Twelve	25%	77%	23%
Thirteen	23%	80%	20%
Fourteen and above	20%	80%	20%

#### Schedule 2

##### Depreciation used in calculating total loss of commercial vehicles

Year	Balance at the beginning of year	Total Depreciation	Balance at the end of year
One	100%	15%	85%
Two	85%	28%	72%
Three	72%	38%	62%
Four	62%	48%	52%
Five	52%	55%	45%
Six	45%	62%	38%
Seven	38%	68%	32%
Eight	32%	73%	27%
Nine	27%	77%	23%
Ten and above	23%	80%	20%

Note: Pro-rata percentage is applicable for usage during the year.

#### Schedule 3

##### Depreciation used in calculating Partial Loss

Year	Balance at the beginning of year
End of 1 <sup>st</sup> year	--
End of 2 <sup>nd</sup> year	10%
End of 3 <sup>rd</sup> year	15%
End of 4 <sup>th</sup> year	20%
End of 5 <sup>th</sup> year	25%
End of 6 <sup>th</sup> year	30%
End of 7 <sup>th</sup> year	35%
End of 8 <sup>th</sup> year	40%
End of 9 <sup>th</sup> year	45%
End of 10 <sup>th</sup> year & above	50%

## Schedule 4

### Calculation of refund premium

The premium to be refunded for short period policies shall be calculated on the basis of their appropriate portion as per the schedule below:

Periods	Deduction rate
From 1 day to 10 days	10%
From 11 days to 30 days	20%
From 31 days to 60 days	30%
From 61 days to 90 days	40%
From 91 days to 120 days	50%
From 121 days to 150 days	60%
From 151 days to 180 days	70%
From 181 days to 210 days	75%
From 211 days to 240 days	80%
From 241 days to 270 days	85%
From 271 days to end of the year	100%

## Schedule 5

List of spare parts which, if damaged by a road traffic accident, shall be replaced with new parts from the concerned agency without deducting any depreciation:

1	Brake master cylinders
2	Brake wheel cylinders
3	Brake calipers
4	Brake cables (conduit type)
5	Brake hoses
6	Brake diaphragms
7	Steering boxes
8	Steering racks
9	Steering ball joints and swivels
10	Seat belts
11	Glass
12	Tires
13	Air bags

## APPENDIX 2 - PERSONAL ACCIDENT (Optional insurance for the Insured and anyone in his position, and their family members against bodily injury and death)

In accordance with Paragraph (a) of Article (9) of

the Motor Vehicle Insurance Law, regarding the owner of the vehicle and the driver and their families.

Following is the Schedule of basis and percentages of indemnity for bodily injury sustained by the owner of the motor vehicle, its driver

and their family members resulting from accidents to the motor vehicle.

The compensation amount is based on OMR 10,000 (Rial Omani Ten Thousand) for male or female.

S/N	Type of Injury	Compensation percentage
1	Death or permanent total disability	100%
2	Loss of any individual part of the body or the loss of its use	100%
3	Loss of any of any part of the body or one of it if resulted in loss in the functionality of the other part - or the other part did not exist at the time of loss	100%
4	Loss of another part/part if not mentioned in this table or loss of its function	50%
5	Loss of all fingers or all toes or loss of their functionality	100%
6	Loss of sexual ability or loss of ability to produce children for both men and women	100%
7	Loss one of the five senses: (tasting sense, touching sense, hearing sense, sense of sight, sense of smell)	100%
8	Loss of mental functionality	100%
9	Loss of all teeth	100%
10	The fetus fell alive and died	100%
11	Abortion of a fetus / came out dead	100%
12	Loss of one of the hands or feet or loss of its functionality	50%
13	Loss of any fingers or toes or loss of their functionality	10%
14	Amputation of distal phalanx of thumb or big toe or loss of their function	5%
15	Amputation of distal phalanx of forefinger or toes or loss of their function	3.3%
16	Loss of tooth	5%
17	Jaifah (deep wound) if not penetrating to the other side	33.3%

18	Jaifah (deep wound) if penetrating to the other side	66.6%
19	Nafithah (piercing wound)	33.3%
20	Alamah	33.3%
21	Al Damighah,( brain wound reaching the brain)	33.3%
22	Al Hashimah other than in the face	10%
23	Al Hashimah in the face	20%
24	Al Munqilah (dislocating)	15%
25	Al Muwadhihah (bone clearing wound)other than in the face	25%
26	Al Muwadhihah (bone clearing wound) in the face	10%
27	Ghamyah (Coma)(shall accrue if prayer time has not lapsed, if lapsed the injured is entitled for each prayer to fifth of third the Diyah (0.066%) up to the compensation limit and shall not be exceeded even if the coma is lengthy	1%
28	Temporary disability (shall be compensated for every week for not more than 26 weeks during a single insurance period	0.5%

### Injuries in the table means:

Jaifah: Resulting in penetrating wound in a hollow organ.

Alamah: That reaches the endocranium.

Al Nafithah: Resulting in penetrating wound in non-hollow organ.

Al Damighah: Reaching the brain.

Al Hashimah: Crushing the bone without dislocation

Al Munqillah: If fractured the bone and dislocate it.

Al Muwadhihah: Bone clearing wound.

The bodily injuries mentioned in the injury compensation schedule are not to be considered as stated exclusively, but rather they should be used by way of analogy for anything not mentioned herein. The percentages, basis and rules stated herein, are to be considered as minimum limits which can be exceeded by agreement.

### Basis and rules applicable to the schedule of injury compensation:

- In all cases of disability, the report of the hospital providing the treatment shall be relied upon.
- If the injured person is left-handed, the degrees of his disability arising out of injuries to the left upper limb shall be assessed by reference to the same scale of compensation as for such disability in the right limb.
- If any organ of the body is totally and permanently disabled from performing its function, that organ shall be deemed to have been lost. If such disability is partial, the percentage thereof shall be assessed by reference to the incapacity sustained by the limit in the performance of its function.
- Assessment of the degrees of disability shall be made on the basis that surgery has completely healed without leaving behind any complications, impairment in movement of the remaining joints, such as scarring, calcification, inflammation, or sensory or other complications. If any such complications still persist, compensation shall be assessed on the basis of the remaining degree of disability.
- No person injured in one accident may combine indemnity for Permanent Total Disability with indemnity for death, but he shall have the right to combine indemnity for more than one permanent partial disability, provided that the aggregate liability of the Insurer in such a case does not exceed the amount payable in the event of death or Permanent Total Disability.
- If a temporary disability – within six months from the date of issue of the final medical report – develops into permanent disability, or leads to the death of the injured person as a result of the same bodily injury, the indemnity for the permanent disability or death shall be reduced by the amount of the payments made to the injured person in respect of such temporary disability.
- The Insured and the driver of the insured vehicle and their family members shall not be entitled to any compensation for death or bodily injury attributable directly or indirectly, wholly or partially, to suicide or attempted suicide of the Insured or the driver of the vehicle or to his being under the influence of alcohol or drugs while driving the vehicle or if he was not the holder of a driving licence for the type of the vehicle or the number of passengers was in excess of that permitted, or the load exceeded the authorized limit, and the accident was caused by either of the same, all of the foregoing being without prejudice to the compensation due to third parties injured in the same accident, or the right of the Insurer to proceed against the persons causing the accident.



8. The aggregate liability of the Insurer in relation to passengers, in respect of any one accident according to the provisions of the injury schedule, shall not exceed in any period of insurance of the insured vehicle the sum calculated by multiplying the number of licensed passengers with the amount stated in the injury schedule.

### Appendix 3 - No Claims Discount Reduction % For Comprehensive And TPL Policies

No claim discount percentage granted to the insured in case of comprehensive or third party insurance shall be 5% of the insurance premium according to the term or terms specified in the no claim percentage table for comprehensive and third party insurance as follows:

1. In case of continuation of insurance with the same insurer, no claim discount shall be applied on the basis of the first year's insurance premium taking into account the minimum limit of comprehensive insurance and third party insurance applied

by the insurer.

2. In the event of shifting to another insurer the no claim discount rules shall be applied as per the insurance premium of the new insurer at the time of concluding the contract taking into account the minimum limit of comprehensive insurance and third party insurance applied by the new insurer.

3. Insured's right to accumulated no claim discount shall remain in the event of changing insurance cover from comprehensive to third party and vice versa.

4. The insurer and insured may agree on longer terms and greater discounts.

5. The insured shall have the right to request no claim discount certificate from the present insurer in the event of shifting to another insurer.

6. Where the insured causes an accident during an insurance period he shall be deprived of no claim discounts stated in the table as follows:

Discount	At start of
5%	Second Year
10%	Third Year
15%	Fourth Year
20%	Fifth Year
25%	Sixth Year
30%	Seventh Year
35%	Eighth Year
40%	Ninth Year & above

## 9 Limits of Liability

Limits of Liability	Unified Motor Vehicle Insurance Policy	Motor Perfect	Motor Executive
Insurance against loss and damage to Insured Vehicle {Section 1}	As per policy terms and condition and not exceeding the value declared for insurance and stated in the schedule		
Third party property damage {Section 2 - Article 1(b)}	OMR 150,000	OMR 200,000	OMR 500,000
Third party liability - death/bodily injury {Section 2 - Article 1(a)}	Amount of indemnity as awarded by court		
First Aid expenses {Section 3}	OMR 400	OMR 400	OMR 400
Medical Expenses for Vehicle occupants {Section 2 - Second}	OMR 10,000	OMR 10,000	OMR 10,000
Authorised Repair Limit {Section 1-3}	OMR 150	OMR 150	OMR 150
Protecting and Transporting Insured Vehicle (Towing Charges) {Section 1-5}	OMR 100	Actual Reasonable Cost	Actual Reasonable Cost

## 10 What to do in case of a claim

In the event of an incident resulting in loss or damage to your vehicle or Third Party (TP) Injury or Property Damage Claim, please submit/fax the following documents promptly to:

The Claims Department, AXA Insurance (Gulf) B.S.C. (c) to enable us to process the claim:

1. ROP Accident Report and/or minor accident report.
2. Copy of Registration Card (Mulkiya).
3. Copy of Driving License.
4. Insured's (and drivers if different from insured) Contact Address & Mobile Telephone Number.
5. Policy number or policy copy.

On receipt of the complete documents, we will give the name of the Repairer/Workshop where the customer should leave his vehicle for repairs.

We shall contact the Repairer/Workshop directly and arrange survey, if necessary. All negotiations and settlement of claim shall be done by us with the Repairer/Workshop directly.

Excess applicable under the policy will have to be paid to our office or the Repairer/Workshop before taking delivery of the vehicle.

### Total Loss

If the vehicle is declared as a Total Loss, claim will be paid to the Insured/Financier as per terms & conditions of the Insurance policy, after complying with the following requirements (in addition to the above mentioned documents):

Damaged Vehicle to be surrendered to the Company/Workshop.

Damaged Vehicle to be transferred in the name of AXA Insurance/Salvage Buyer.

For any clarification or assistance in case of claim, please contact:

### Motor Claims Department Muscat

Tel : 24400100  
Fax: 24400159

### Sohar

Tel : 26846421  
Fax: 26846423

### Proof of Loss

All claim documents shall be submitted to the Company as soon as possible but in any case no later than ninety (90) days from the Date of Loss.

Additionally, the Company is entitled to obtain any further information/documents as it may reasonably require.

## 11 Complaints Management

We are committed to providing You with an exceptional level of service and customer care. We do realise that things can sometimes go wrong, and when this happens, We would like to hear about it.

### Our promise to You

- a) We will acknowledge complaints promptly.
- b) We will investigate quickly and thoroughly.
- c) We will keep You informed of progress.
- d) We will do everything possible to resolve Your complaint.
- e) We will learn from Our mistakes.
- f) We will use the information from complaints to continuously improve Our service.

Telephone calls may be recorded for training and monitoring purposes.

If it is about Your Policy or Claim or any other matter, please call Your insurance adviser or, if none has been appointed by You, please contact Us directly.

### To help us assist You, We request that You:

- Attach relevant

supporting documents if you deem it necessary;

- Ask the questions You would like us to answer; &
- Tell us what You think would be a reasonable response to Your complaint.

Support and assistance is available for the process of making complaints and/or interpreting the complaints procedure. Our internal complaints management policy and procedure include the provision of remedies that reflect what is fair and reasonable in the circumstances.

We would like to assure You that all matters are dealt with seriously, impartially and in a confidential manner.

### Your complaint can be made in any of the following ways:

1. Visit our website [www.axa-gulf.com](http://www.axa-gulf.com) - select Country 'Oman' and select 'Complaints' under 'AXA & You' (at the bottom of the webpage) and register your complaint. An auto email will be received by You providing the reference number which should be quoted in all future communications.

Alternatively, should you not have an email address or access to the internet:

2. Send a letter to the management at AXA Insurance (Gulf) BSC (c), PO Box 1276, Muscat, Oman; or
3. Transmit a fax to +968 24400120; or
4. Telephone Us on +968 24400100 and request our Customer Service Staff to register Your complaint; or
5. Walk into Our office and request Our Customer Service Staff to register Your complaint.

In these situations, and on Your behalf, the complaint will be registered by Our Staff and a Reference Number generated and provided to You which please quote in all future communications.

Whilst all efforts will be made to revert back within 7 working days, if our final response will be delayed beyond 15 working days or if more time is needed for investigation, we will inform you when we will be able to contact you again about the complaint.

If you are dissatisfied with our final response or

dissatisfied with the delay in our response (beyond 15 working days) you may refer the complaint to the Insurance Regulator.

You may do so by sending details of your complaint, stating the AXA Complaint Reference Number, to the Insurance Regulator:

Department of Awareness  
and Customer Service  
P.O. 3359, Ruwi,  
Postal Code 112  
Sultanate of Oman  
Fax: + 968 248 23 313  
Email: [info@cma.gov.om](mailto:info@cma.gov.om)



**800 70 292**

**axa.om**

A Foreign branch of AXA Insurance (Gulf) BSC(c), a company incorporated in the Kingdom of Bahrain and registered with the Ministry of Commerce and Industry of the Sultanate of Oman under Commercial Registration No. 1112244 and holding Insurance registration No. 6 issued by the Capital Markets Authority.