

CAR REPLACEMENT COVERAGE CLAUSE

The Insured understands and agrees that the service shall be administered by the appointed 'Gulf Assist B.S.C.' (hereinafter referred to as the 'Assistance Company') which alone shall arrange to respond to Car Replacement service request from the Insured and further that the decision with regard to the entitlement of an Insured for this service shall be at the sole discretion of the Assistance Company. This service needs to be availed directly from the Assistance Company by the Insured and the Assistance Company shall not reimburse the Insured for any costs that are incurred by the Insured for any reason.

The Insurers shall not be liable under any circumstances to offer services or reimburse costs associated with any Car Replacement Coverage offered under this Extension.

DEFINITIONS for the purposes of this Clause

The Company means: The Insurance Company, *Seib*, registered and authorized in the country in which this insurance policy is issued and subscribed.

Assistance Company: means Gulf Assist B.S.C. (Kingdom of Bahrain)

The Insured means: the Insured named in the Schedule.

Insured Person means:

- a) the **Insured**
- b) the Authorised Driver of the Insured Motor Vehicle.

Beneficiary means:

1. The insured person.
2. The spouse, children (aged 17 years or less) or parents of the Insured Person permanently residing with the **Insured Person**.
3. The Usual Driver of the Vehicle if different from the owner of the vehicle.

Usual Driver means: A person specified by name in the Policy provided that such person is licensed to drive the **Insured Vehicle**.

Insured Vehicle means: The Vehicle designated in the Policy provided.

Usual Country of Residence means: The country where the policy is issued and in which the Usual Place of Residence of the Beneficiary is.

Usual Place of Residence means: The home or permanent residence of a Beneficiary in the usual country of residence.

Breakdown means: Sudden and unforeseen electrical or mechanical failure, causing an **Insured Vehicle** to be immobilized or unfit to drive.

Accident means: Road traffic accident, loss, damage or destruction by fire, causing that **Insured Vehicle** to be immobilized or unfit to drive, when the vehicle requires to remain in the repair shop for a period in excess of 48 hours (excluding Fridays) for its repair exception made to the up to 3 days Car replacement policy for which the benefit will be provided for a period in excess of 12 hours.”

GENERAL PROVISIONS

Cover

Should immobilization occur to the Insured Private Vehicle (due to road traffic accident), during the course of a journey, the **Assistance Company** will provide the Insured with replacement car cover as specified under the benefits set out in this **Clause**, provided that the event does not occur outside the Geographical Limits of Qatar.

Geographic Limits

The provision of the benefits as stipulated in this agreement will produce their effects throughout the territory of Qatar, depending on the option selected starting from km 0 of the usual place of residence of the **Insured**.

REPLACEMENT CAR CLAUSE

For the Replacement Car Cover, in addition to a Traffic Police Report, a written confirmation by the repairer has to be produced showing the repair period.

Damages produced to the Insured Vehicle by unknown third parties: like scratches, minor damages, etc. will not be covered, and no replacement car will be granted.

Replacement Car

In case of a Road Traffic Accident to the **Insured Vehicle**, as certified in written form by the repairer and Police Report, the **Assistance Company** will provide the **Insured** with a Replacement Car at the **Assistance Company**'s option from a Rent A Car Company, only after the repair works start, and for the period stated in the Programme selected.

In the event the rental/hire charges (inclusive of all surcharges) exceed QAR 70 per day for the small car, QAR 150 per day for medium car, QAR 300 per day for big car the **Insured person** shall bear such excess of charges.

In case of the **Assistance Company** being unable to provide a Replacement Car because of a shortage in the market or any other reason beyond its control, **The Company** will offer a cash benefit of an amount of QAR 70 per day for the small car, QAR 150 per day for medium car, QAR 300 per day for the big car for repair period stated in the survey report up to a maximum of cover apply.

The cash benefit will not be given at the **Insured** discretion; it will be given only in case of **Assistance Company** not being able to provide a Replacement Car.

The insured will be subject and responsible to all hiring terms and conditions applied by the Rent a Car Company chosen by the Assistance Company

Common Procedures required for the Replacement Car cover

It is hereby declared and agreed that the Replacement Car Cover granted under the policy is to provide the **Insured** with a Replacement Car at the **Assistance Company's** option from a Rent A Car Company or indemnity in case the **Assistance Company** being unable to provide a Replacement Car, following an Accident as certified in written form by the repairer and Police Traffic Report, and only for the duration of the repairs and for the maximum period stated in the policy.

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

1. The coverage is restricted to territory of Qatar and the service of providing a replacement car shall be given within Qatar.
2. The replacement vehicle has to be arranged and authorized by the **Assistance Company**.
3. The repair period of the **Insured Vehicle** shall be determined previously to the delivery of Replacement car by receiving the traffic police report of the **Insured Vehicle** and the report of the repairer explaining the condition of the **Insured Vehicle**.
4. The replacement vehicle is given only for duration of the repairs.
5. The **Insured** has to receive the Replacement car at the Rent A Car Company premises.
6. The **Insured** should not give the replacement vehicle for others to use.
7. Should the client request for a driver, the driver's fee shall be paid by the **Insured**.
8. The **Insured Person** shall be responsible for the cost of fuel during the rental.
9. The **Insured Person** shall be responsible for the Traffic Offences committed during the rental.
10. The **Insured** is liable for any damage caused to the Replacement vehicle other than fair wear & tear that is not mentioned on any accident report including tire damage & wheel trims, loss of accessories, internal and external damages such as dents, scratches, etc.
11. The replacement car should be returned at the end of the replacement period covered by **The Company** to the Rent A Car Company.
12. If the **Insured** uses the replacement car longer than the period of repair or longer than the maximum number of days set forth in this policy, the costs incurred for the exceeding days will be paid by the beneficiary and shall be directly collected from him/her by the rent-a-car company.
13. The Replacement car must be returned as soon as the repair works are completed, even within a period shorter than estimated.
14. The **Insured** may deliver the replacement car back to the office of the rent-a-car company in city of his/her Usual Place of Residence.
15. At the moment of the rental, a credit card or cash could be asked as a deposit for the rental period.
16. The **Insured** shall make available the necessary security deposit in cash or via a Credit Card or a mail order form to the Rent A Car Company providing the Replacement Car for covering the expenses not guaranteed in the period of time that the Replacement Car is in possession of the **Insured** such as:
 - a) Traffic fines;
 - b) Possible damages and losses to the car;
 - c) Losses arising from faulty acts in the usage of the car;
 - d) Additional days not covered.

Any other requirement as per the practice of the Rent A Car Company and any special restrictive conditions applying on the **Insured** (such as a higher deposit applied for an **Insured** under the age of 25 years) too should be agreed by the **Insured**. It is the responsibility of the **Insured** to ensure that any such deposit or guarantee is returned / cancelled after the lapse of the requisite time period following the date the Replacement Car is returned to the Rent A Car Company after adjustment of agreed dues.

CAUTION

The liability which may arise from the use of the **Insured** credit card data shall be solely to the account of the **Insured**.

GENERAL PROVISIONS LIABILITY CONDITIONS

1. In the event of any claim, the liability of the company shall be conditional on the **Insured** or Beneficiary claiming benefit having complied with and continuing to comply with the terms of this Policy.
2. In the event of a claim under this Policy the **Insured** or Beneficiary shall:
 - a) Take all reasonable precautions to minimize the loss.
 - b) Freely provide the **Assistance Company** with all relevant information as may be required.
 - c) Make no admission of liability or offer promise of payment of any kind.
 - d) Immediately telephone the **Assistance Company** to notify the claim and furnish to the **Assistance Company** the police report and the certificate issued by the repairer, on the damages and the time required for repairing such damages.
3. Should there be another insurance in force covering the same benefits at the time of claim, **The Company** is liable to contribute its rateable proportion in respect of any Benefit which would otherwise be payable under this Policy

GENERAL EXCLUSIONS

1. Any and all damage to the **Insured Vehicle** not covered by the any of the covers in this policy is excluded. If, after providing a replacement car, it is understood by the report of **The Company** that the damage is not covered by any of the covers in this policy, the cost of renting the replacement car shall be collected from the **Insured**.
2. Aesthetic repairs and periodic maintenances which are not associated with the concerned accident are excluded.
3. Immobilization of the car due to any reason other than an accident is excluded.
4. Motorway, bridge tolls, traffic fines and gasoline charges are excluded and such charges are to be paid by the **Insured**.
5. General exclusions set forth within the main Road Assistance policy shall apply also for the replacement car cover.
6. No rented car shall be provided in case of radio-tape damages.
7. A replacement car shall not be provided when the damages on the car do not reduce the **insured** car from being safely driven in traffic despite the damage. (Such as scratches, dents on the body, hatch and bumper, and damages to seats, upholstery etc.).
8. In rendering the service of providing the replacement vehicle, **The Company** shall not be liable or responsible for the payment of all of the following:
 - a) In case of damage cost of repairs of the replacement vehicle.

- b) Cost of a second replacement vehicle to replace the initial replacement vehicle due to an accident, breakdown or theft.
 - c) Cost of pick up and or delivery of the replacement vehicle.
 - d) Any and all damages caused to the replacement vehicle.
- 9. The Company** will not be liable to provide any assistance which arises directly or indirectly from, and/or during:
- a) Fraudulent acts by any beneficiary or any other person seeking to claim under this policy.
 - b) Consequential loss of any kind.
 - c) Extraordinary phenomena such as floods earthquakes volcanic eruptions unusual cyclonic storms falling astral bodies or meteorites except sand and hail storm.
 - d) Terrorism mutinies or riots or wars (of every kind of description).
 - e) Actions by the armed forces or security forces or organizations.
 - f) Nuclear radioactivity.
 - g) The driver of the vehicle:
 - i) Being under the influence of drugs toxic or narcotic substances or where his/her blood-alcohol level exceeds that permitted by the laws in the country where the vehicle is being used.
 - ii) Not having a driving license corresponding to the class of the vehicle.
 - iii) The contravention of regulations relating to the carriage of persons animals or objects in the vehicle which were in whole or part a cause of the accident or event giving rise to the claim.
 - h) Fuel mineral essences or other flammable explosive or toxic materials transported in the vehicle.
 - i) The participation by any beneficiary:
 - i) Competitions rallies or trials.
 - ii) Sports.
 - iii) Criminal conduct.
 - iv) Wagers or challenges.
 - j) The deliberate act of the Beneficiary.
- 10. The Company** will not be liable for the cost of:
- a) Any repairs to the vehicle or tires.
 - b) Any assistance arranged by or on behalf of the beneficiary without the prior authorization of the **Assistance Company**.
- 11. The Company** will not be liable to provide any assistance:
- a) The provision of which is impossible due to the circumstance applying when the assistance is required.
 - b) The provision of which would endanger the lives of those persons intended to provide the assistance.
 - c) In respect of passengers travelling in the vehicle who are hitchhikers.
