

# Policy handbook Motor Prestige

CAR INSURANCE

# Table of contents

1.	Welcome	to GIG	6
2.	Your Policy Cover Summary		7
3.	Definitions		8
4.	Covers		10
	Section 1	Loss of or Damage to Your Car	
	Section 2	Liability to Third Parties	
	Section 3	Medical Expenses	
	Section 4	Clothing and Personal Effects	
	Section 5	Agency Repairs	
	Section 6	Personal Injuries	
	Section 7	Windscreen or Window Breakage	
	Section 8	Replacement Hire Car	
	Section 9	Accident and Breakdown Rescue	
	Section 10	Personal Accident Benefit	
	Section 11	GCC Cover	
	Section 12	Automatic Cover Extensions	
	Section 13	VIP Services	

# Table of contents

5.	General Exceptions	20
6.	General Conditions	22
7.	What to do in the Case of an accident?	25
8.	Complaint procedure	26
9.	Customer comments	27
10.	Frequently asked questions	28

## Welcome to GIG

#### Dear Customer,

Thank you for choosing GIG and welcome to the GIG family. Indeed, GIG already satisfies more than 200,000 customers in the Arabian Gulf.

The policy you have chosen is a high quality insurance product that provides comprehensive benefits and it fulfils the requirements of the Laws of the Kingdom of Bahrain.

Please read this insurance policy carefully to ensure that you understand the terms and conditions and that the cover you require is being provided.

This policy is a contract between YOU and GIG Gulf describing all the information you need on your motor insurance.

The contract between YOU and US will include:

- Information provided by YOU
- This policy
- The Schedule and any endorsements shown in the schedule
- The Certificate of Insurance.

All these documents will define your individual insurance coverage for the period of insurance agreed.

Having received and accepted your first premium, and any subsequent premiums required, we will provide the cover shown in the sections of the policy you have chosen, up to the market value, and/or sums insured or limits of indemnity specified in the policy.

In the event you decide to sell the vehicle and wish to cancel the policy midterm. we can do so provided you submit the proof of transfer of the vehicle and insurance certificate in the name of the new owner. If you have not had any claim until such time the policy is cancelled you will be allowed a refund after adjusting the appropriate premium for the period the cover was in force, at the company's short term rates.

If you have any questions after reading these documents or changes that may affect your insurance, we will be happy to clarify it at any time during the policy period and please feel free to contact GIG.

#### **Contact Information**

#### Email:

info@gig-gulf.com Website: www.giggulf.bh

Claims Service Center

Toll Free 8000 1060

GIG Roadside Assistance Helpline

Bahrain: 8000 1060

Saudi Arabia: 800 116 4845

Gulf Insurance Group (Gulf) B.S.C.(c)

Headquarters, Bahrain Bay, Unit 51, Building 298, Road 4609, Block 346, P.O. Box 11442 – Manama, Kingdom of Bahrain

# **2** Your Policy Cover Summary

Section. No.	Cover	Motor Prestige
1.	Loss or Damage to your car	Applicable
2.	Liability to third parties	Applicable
3.	Medical Expenses	Up to BHD 200
4.	Clothing and Personal Effects	Up to BHD 200
5.	Agency Repairs	Up to 5 years
6.	Personal Injury	Up to BHD 5,000
7.	Windscreen or Window Breakage	Applicable
8.	Replacement Hire Car	Applicable
9.	Accident and Breakdown Rescue	Applicable
10.	Personal Accident Benefit	Optional*
11.	GCC Cover or KSA Cover	Optional*
12.	Automatic Cover Extensions	Applicable
13.	VIP Services	Applicable

\*Cover is applicable only if specifically stated on your Policy Schedule.

# **3** Definitions

Wherever the following words or phrases occur they will have the meaning described below.

#### The insured/you/ policyholder/your

The person or persons described as the insured in the policy schedule.

## The insurer/we/us/the company/our

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#### Your car

Any vehicle including its original accessories and spare parts described in the schedule for which a certificate of motor insurance specifying the registration number and/ or chassis of the vehicle has been delivered to you and remains effective.

#### **Proposal form**

The application form that has been completed by you - this proposal form and the information contained therein forms part of this policy and is the basis of the contract of insurance.

## Certificate of insurance

A document issued as evidence of the insurance cover for your car to comply with the law.

#### Policy schedule/ schedule

Details of you, your car, premium and the insurance protection provided to you. The schedule is part of and must be read in conjunction with this policy.

#### Period of insurance

The period of time covered by this policy as shown in the schedule and any further period for which we may agree to insure you.

#### **Territorial limits**

Kingdom of Bahrain and any other area stated in your policy schedule

#### Jurisdiction

This policy applies only to judgments delivered by or obtained from a court of competent jurisdiction in a member country of the Gulf Co-operation Council.

#### Memoranda

Specific conditions or amendments applicable to your policy and shown in your policy schedule.

# Laws applicable to this contract/law(s)

In respect of section 2 – third party liability, the laws of Bahrain will apply to this contract being:

- Legislative Decree No.
   (3) of 1987.
- 2. Legislative decree No. (7) of 1996.

#### Limitations as to use/ usage

Use only for your business or profession and for social domestic and pleasure purposes (unless stated otherwise in the schedule).

#### **Excess**

The amount specified in the policy schedule to be borne by the insured for each and every accident.

#### Young/novice drivers excess

In addition to the excess, the amount to be borne by the insured for each and every accident if the vehicle is being driven by:

- a) Any person under the age of 21 years.
- Any person who is the holder of a full driving license which has been in force for less than one year.

#### Estimated Insured Value/Sum Insured

The value of your car declared by you for the purpose of this insurance and which forms the basis of premium calculation.

#### **Market value**

The actual value of your car on the date of loss or damage established in comparison with a vehicle of similar make, model, age and usage.

#### **Authorised driver**

Any of the following:

- a) The insured.
- b) Any person driving with the insured's order or permission provided that the person driving holds a license to drive your car or has held and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required by the law.

Provided that the Insured or person driving holds a valid licence to drive your car.

# 4 covers

#### SECTION 1 - LOSS OF OR DAMAGE TO YOUR CAR

- We will indemnify you against loss of or damage to the insured vehicle and its standard accessories and fixed parts arising out of:
  - a) Accidental collision or overturning.
  - b) Fire, self ignition or lightning.
  - c) Theft or attempted theft.
  - Riot and strike is extended to include loss or damage to the insured vehicle caused by Riot, Strike or Civil Commotion which does not assume the proportions of or amount to popular rising.
  - e) Natural perils is extended to include loss or damage to the insured vehicle caused by the convulsions of nature, including flood, earthquake, volcanic eruption, hurricane, cyclone, typhoon, windstorm.
  - f) Accidental loss or damage whilst in transit within the

territorial limit specified in the policy schedule.

- g) Accidental, sudden and unexpected physical loss or damage other than by an excluded cause.
- At our option we may pay in cash the amount of the loss or damage or may repair, reinstate or replace the motor vehicle or any part thereof including accessories or spare parts.

Our liability shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the company's liability shall be limited to the reasonable market value of the motor vehicle at the time of loss or damage but not exceeding the insured's estimate of value declared to the company at inception or renewal of the policy.

 If, to our knowledge, your car is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to us.

- 4. Protection and removal If your car is disabled through loss or damage insured under this section, we will pay the reasonable cost of protection and removal to the nearest repairer up to a limit of BHD 100.
- 5. Basis of settlement
  - a) Total loss If your car is totally damaged beyond repair following an accident covered under this policy the amount we pay is the market value of the car at the time of loss or damage subject to the maximum of the insured value.
  - b) Constructive total loss - If the cost of repair shall be equal to or more than 60% of the market value, at our option, your car may be considered as a total loss beyond economical repair. Our liability will be the market value of the car at the time of loss or damage subject to the

maximum of the insured value.

c) Repairs - If your car can be economically repaired we will pay the expenses necessarily incurred to repair your car. Where damaged parts need to be replaced by new parts you will be required to pay a contribution for the betterment as noted below:

Depreciation on Parts	Motor Prestige
Upto Year 3	Nil
Year 4	Nil
Year 5	Nil
Year 6	30%
Year 7	40%
Year 8 and above	50%
Consumables	50% after 6 months

Consumable spare parts such as tyres, brakes spark plugs, filters batteries, belts, oils and the like will, however, attract 50% deductible after six months onwards. d) Contribution - In the event the policy does not cover Agency Repairs, and the motor vehicle is repaired at the Agency workshop following an accident covered under this policy, 50% of the labour charges incurred will be borne by you.

#### **Exceptions to Section 1**

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

- a) Loss of use; wear and tear; depreciation; mechanical, electrical, electronic, or computer failures, breakdowns or breakages.
- b) Damage to tyres by braking or by punctures cuts or bursts.
- c) Loss or damage directly resulting from pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic
- d) Loss of value following repair.

speed.

- e) Excess(es) as stated in the schedule.
- f) Modifications and

vehicle accessories (other than parts and accessories forming part of the original specifications of your car) unless specified in the schedule.

#### SECTION 2 - LIABILITY TO THIRD PARTIES

- A. Your legal liability
- i) Injury and Damage

We shall pay the amount which you become legally liable to pay to others in compensation for:

- Death of or bodily injury to any persons, and;
- 2. Loss of or damage to property as a result of an accident occurring during the period of insurance arising out of the use of your insured vehicle.
- ii) Legal representation and services

We may at our option:

- Arrange for representation at any inquest or official enquiry.
- 2. Undertake the defence in any proceedings against you for an act or

- alleged offence relating to an event covered by this section of your policy.
- iii) Costs and expenses

We will pay for all legal costs and expenses in defending your case in a court of law if such costs and expenses are related to an accident covered under this section and incurred with our written consent.

## B. The Liability of Others

i) Liability of other persons driving or using your car

We give the following the same cover against legal liability as we give to you:

- Any authorized driver driving your insured vehicle for social, domestic and pleasure purposes and for your own business.
- 2. Any passengers getting into or out of, or traveling in your insured vehicle.
- ii. Indemnity to legal personal representatives

If anyone (including you) who has incurred

legal liability and who is covered under this Policy dies, we will cover his/her legal personal representatives to the same extent if someone claims against him/her for that legal liability

This extension of cover to others is given to them only if they:

- Comply with each term and condition of this policy as far as it applies to them; and;
- Are not entitled to cover under any other insurance policy.

#### C. Limit of indemnity

The maximum amount we pay for legal liability for injury or damage, legal services, and costs and expenses shall not exceed the separate limits of liability of these items shown on the policy.

Wherever there is one claim or several claims arising out of the same event, the maximum amount we pay for legal liability for injury or damage, legal services, costs and expenses is as follows:

i) Death and/or bodily injury – unlimited.

ii) Loss or damage to property – BHD 500,000.

#### D. Payments made under compulsory insurance regulations and rights of recovery

Nothing in this policy shall affect the right of any person to recover an amount by virtue of the laws relating to insurance of liability to third parties in any territory in which the policy operates.

In the event of us having to pay any amount which we would not have been liable to pay as per the terms and conditions of this policy but for the provision of such laws you will repay all such amount to us.

#### **Exceptions to Section 2**

- We shall not be liable under this section:
- a) If the driver at the time of accident did not possess a valid license to drive such vehicle or is disqualified from holding or obtaining such a license.
- b) If any person insured under this section fails to observe the terms, exceptions and conditions of this policy as far as they can apply.
- c) If the indemnity can be

claimed under another insurance policy.

- In respect of death of or bodily injury to any person:
  - i) Arising out of and in the course of such person's employment by the insured and/or by the person claiming to be indemnified under this section.
  - Caused by or arising from negligence of fellow employees in the course of or by reason of employment.
  - iii) Which is payable under workmen's compensation, employers liability, social insurance state welfare scheme or any other similar schemes.
- e) Damage to the vehicles or property belonging to, held in trust by or in the custody of or control of the insured or the vehicle's driver or a member of their household/family or being conveyed by the motor vehicle, unless the vehicle is licensed to transport goods and/ or passengers provided

that the property is not belonging to the insured or the vehicle's driver or a member of their household/family.

f) In respect of damage to your car.

#### SECTION 3 - MEDICAL EXPENSES

If you or any other occupants of your car are injured as a direct result of your car being involved in an accident, we will pay for the reasonable medical expenses incurred in connection with such injury up to the amounts specified below in respect of each injured person.

Level of cover:

Type of

Prestige

cover

Type of	Limit per claim	
cover	per person	
Prestige	BHD 200	

#### SECTION 4 - CLOTHING AND PERSONAL EFFECTS

We will pay you up to the limits specified below for clothing and personal effects carried in your car if they are lost or damaged caused by accident fire, theft or attempted theft.

### Exceptions to Section 4

We shall not be liable for:

- a) Money, stamps, tickets, documents, securities, jewellery and articles of gold, silver and the like.
- b) Items carried in convertible vehicles or any vehicle incapable of being securely locked or unlocked or open to the elements.
- c) Tools, equipment, goods or samples carried in connection with any trade or business.
- d) Items insured under any other insurance policy.

#### SECTION 5 - AGENCY REPAIRS

Section 1 (Loss of or damage to your car) of the policy is extended to include accidental damage repairs to your car at an authorized agent of the manufacturer of your car provided such agent is located and able to complete repairs in Bahrain and provided that the age of your car does not exceed the following limits measured from the date of first registration.

Claim's Limit per	Type of	Maximum age
person	cover	of your car
BHD 200	Prestige	5 years

#### **Exceptions to Section 5**

We shall not be liable for agency repairs if the car has not been maintained by the authorized agent of the manufacturer in Bahrain.

## SECTION 6 - PERSONAL INJURY

If you or your spouse suffer accidental bodily injury in direct connection with the use of your car, which independently of any other cause within three calendar months of the accident result in death, irrecoverable loss of sight in one or both eyes or loss by physical severance of one or more limbs, we will pay to the injured person or his/her legal personal representatives the benefits noted below:

Type of cover	Any one accident	Any one period
Prestige	BHD 5,000	BHD 10,000

#### **Exceptions to Section 6:**

- a) This section does not apply when section 10 is covered.
- b) This section applies only in respect of private motor vehicles insured in the name of an individual.

- c) We shall not be liable in case of death or injury arising from suicide or attempted suicide.
- d) We shall not be liable if anyone who is 70 years old or older at the time of the accident.
- e) We shall not be liable if anyone claiming is convicted in connection with the accident of a drink-driving offense or of driving under the influence of drugs.

#### SECTION 7 -WINDSCREEN OR WINDOW BREAKAGE

If the windscreen or windows of your car are accidentally damaged or deliberately damaged to rescue a child accidentally locked inside, we will pay for the cost of replacing the damaged glass and for the repairs to any scratched bodywork arising directly and solely from the glass breakage.

Any payment under this section shall not be subject to policy excess provided the loss amount does not exceed as given in the table below. A claim under this section will not affect your entitlement to No Claims Discount under this policy.



Prestige Unlimited

#### SECTION 8 -REPLACEMENT HIRE CAR

If your car insured under this policy is out of use due to loss or damage by an accident that is covered under your policy we will provide you with a replacement car of engine capacity 2.2L for the maximum of 10 days.

If your car has been stolen you must report the incident to the police and to us. The hire car benefit will only apply if your car has not been recovered within 72 hours of your report.

#### What you do to avail Replacement Car following an accident?

- Contact us on 80001060 to report the loss or damage and request for the Replacement Car if your policy covers this benefit under this section.
- 2. We will provide you with a hire car authorisation form for you to contact the Replacement Car provider.
- 3. You may proceed to

collect the replacement car from the provider as per their directions at an agreed time. Please ensure you carry the following documents for the verification/records of the Replacement Car provider:

- a) The hire car authorisation form provided by us.
- b) A valid driving license for each person who will drive the hire car.
- c) A valid credit card (or BHD 100 cash deposit) to act as guarantee for any cost(s) you will be responsible for under the rental agreement such as traffic fines, extension of hire beyond the maximum hire period, damage caused by an unauthorised driver, excess payments and the like.
- 4. The Replacement Car provider will then release the car in line with your entitlement as per this section of the policy (and under their terms and conditions of hire) for your use for the maximum of 10 days.

5. The replacement car should be returned to the provider as soon as you receive your car repaired or on completion of the maximum hire period specified whichever is less.

#### **Exceptions of Section 8** We shall not be liable for:

- a) Hire costs beyond the maximum hire period.
- b) Hire costs unless authorised by us in writing.
- c) Fuel costs.
- d) Parking or any other fine for traffic offences.
- e) Any loss or damage to the hire car or any liability in connection with use of the hire car.
- f) Any excess for which you are liable under the hire agreement with the replacement car provider.
- g) Hire costs after completion of repairs to your car.

#### SECTION 9 - ACCIDENT AND BREAKDOWN RESCUE

#### What is covered

GIG will provide you with the following services in

connection with your car within the Kingdom of the Bahrain and Kingdom of Saudi Arabia:

- a) Accident Recovery if your car meets with an accident and cannot be driven following that accident, we will arrange to tow the car to an GIG approved repairer.
- b) Electrical and Mechanical Breakdown: if your car cannot be driven as a result of electrical or mechanical breakdown, we will arrange to transport your car to the nearest repairer.
- c) Other assistance we will provide assistance to you in the event of any of the below situations to your car:
  - i) To unlock your car if its keys are locked inside.
  - To 'jump start' your car if its battery is dysfunctional
  - iii) To fetch enough fuel to reach the nearest fuel station if your car runs out of fuel
  - iv) To change a flat or leaking tyre on your car provided that spare tyre and car

jack are available and in good condition.

#### **Exceptions to Section 9**

We will not pay for:

- a) Repair of your car, cost of spares, fuel, oil, keys or other material and garage labour.
- b) Assistance in respect of any vehicle which we consider dangerous or illegal
- c) Any cost of assistance or recovery other than detailed above
- d) Cost of transportation to place of residence for breakdowns or accidents outside of Bahrain and KSA.

# What can you do to avail this service?

1. Call us on the following numbers as applicable

Bahrain: 8000 1060

#### **Saudi Arabia:** 800 116 4845

- 2. Provide us with the following information:
  - a) Your policy number.
  - b) Exact location of

your car.

- c) Registration number of your car.
- d) Make and model of your car.
- e) Confirmation if you require transportation home within Bahrain.

#### **Scale of Compensation**

1	Death	BHD 15,000
2	Total irrecoverable loss of sight in both eyes	BHD 15,000
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	BHD 15,000
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye	BHD 15,000
5	Total and irrecoverable loss of sight in one eye	BHD 7,500
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	BHD 7,500

 Present your Certificate of Insurance to our representative upon arrival.

#### SECTION 10 - PERSONAL ACCIDENT BENEFIT

This cover is only applicable if specifically confirmed on your Insurance Schedule.

The Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by any person including driver whilst mounting into dismounting from or traveling in the Insured Vehicle and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:

#### Provided always that:

Compensation shall be payable under only one of items 1 to 6 above in respect of such person arising out of any one occurrence, and the total liability of the company shall not in the aggregate exceed the sum of BHD 15,000 during any one period of insurance per person.

- a) Such person is not less than 16 or more than 75 years of age at the time of such injury.
- b) No compensation shall be payable in respect of death or injury or directly wholly or in part arising or resulting from or traceable to:
  - i) Intentional selfinjury, suicide or attempted suicide, physical defect or infirmity or
  - ii) An accident happening whilst such person is under the influence of intoxicating liquid or drugs.
- c) Such compensation shall be payable only with the approval of the insured and directly to the injured person or his/her legal representative whose

receipt shall be a full discharge in respect of the injury to such person.

d) Number of vehicle passengers at the time of the accident should not exceed the authorised seating capacity of the vehicle.

#### SECTION 11 - GCC COVER

This cover is only applicable if specifically confirmed on your Insurance Schedule. The territorial limit for section 1 is extended to include Saudi Arabia (KSA cover) **OR** Saudi Arabia, Kuwait, Qatar, UAE and Oman (GCC cover). You will not be covered under section 2, third party liability, as this

third party liability, as this cover must be purchased separately at the border.

Following any incident which may result in a claim, a traffic police report should be obtained from the respective country authorities.

#### **Exceptions to Section 11**

- a) The maximum duration of any single trip shall not exceed 30 days.
- b) The maximum total number of days shall not exceed 90 days in

any 12 months period.

#### SECTION 12 -AUTOMATIC COVER EXTENSIONS

The following extensions automatically apply to your policy.

#### 1. Passengers and Family Members

Cover under Section 2 (Third Party Liability) is extended to include liability arising from:

- a) Death of or bodily injury to passengers (including family members) whilst in or getting in or getting out of the insured vehicle.
- Any person who is getting in or getting out of the insured vehicle against their legal liability for injury or property damage to others.
- c) The insured whilst travelling as a passenger in the insured vehicle.

Provided that the Company shall not be liable in respect of death of or bodily injury to any person arising out of and in the course of such persons employment by the person claiming to be indemnified under this extension.

#### 2. Loading and Unloading

Cover under Section 2 (Third Party Liability) is extended to include liability arising from bodily injury to any person or accidental damage to third party property arising out of loading and unloading of the insured vehicle.

## 3. Driving other vehicles

Cover under Section 2 (Third Party Liability) is extended to any other private motor car driven by you, with the owner's express consent, in the Territorial Limits.

#### This cover does not apply if:

- a) The car belongs to you, or is hired to you under a hire-purchase agreement.
- b) Your car belongs to, or is hired by, the employer or business partner.
- c) Your liability is covered under another insurance policy.
- d) You are a corporate organisation or firm.
- e) You do not have a comprehensive cover.
- 4. Replacement of

#### locks

If you have our Motor Perfect policy and the car keys or lock transmitter of your car are lost or stolen, we will pay the cost of replacing up to a maximum limit of BHD 250.

- a) The door locks and boot lock;
- b) The ignition and steering lock; and
- c) The lock transmitter and central-locking system.

A claim under this section will not affect your no-claim discount.

## 5. Motor trade and valet parking

If you have our Motor Prestige policy, we will indemnify you for loss of or damage to the insured vehicle whilst in the custody or control of:

- a) 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.
- b) A hotel, restaurant or similar business, which the Insured does not own, where the Insured

Vehicle has been parked by their authorised driver.

#### Provided that:

- a) The vehicle is handed over only to the authorized person after due verification.
- b) The person is a licensed driver.
- c) Such loss is not covered by any other policy.

## 6. New car replacement

Back to Invoice cover for Total Loss Under Motor Prestige If your car is under 24 months old and declared a total loss, at GIG'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:

a) Your vehicle is not imported.

- b) Your vehicle was bought as brand new from the Bahrain dealership.
- c) You can provide a receipt from the dealership proving the amount you paid for the vehicle.
- d) 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.

#### 7. Off road cover

If you have our Motor Prestige policy, the cover is automatically extended to include loss or damage to the insured vehicle whilst being driven off-road.

#### **Provided that:**

- a) The car has four wheel drive capability.
- b) You are not participating in a competitive event, rally or race of any kind.
- c) The vehicle used only in accordance with user guide.

#### 8. No Claim Discount

If you do not make a claim under your policy your renewal premium will be reduced in accordance with our scale applicable at that time subject to the minimum premium. 'No Claim Discount' cannot be earned under a policy valid for less than 12 months. However, if a claim is made under your policy we will reduce your No Claim Discount in accordance with our scale. 'No Claim Discount' earned by you cannot be transferred to any one.

#### SECTION 13 - VIP SERVICES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this Policy shall be extended cover:

- a) Pickup & Delivery for Routine Maintenance or Taxi Service
- b) Traffic Inspection and Registration.
- c) Airport drop off service is available upon client request subject to twice a year.

 Maximum of three emergency services under Home Assistance Service where each service should not exceed BD 70 per call and up to a maximum 210BD per year.

Service booking is required 48 hours in advance. This extension is not applicable for Section II -Third Party Liability. Please see <u>https://www.giggulf. bh/en/</u> for full terms and conditions

# **General Exceptions**

#### We shall not be liable for:

- 1. Any accidental loss damage or liability caused, sustained or incurred:
  - a) Outside the geographical area of the Kingdom of Bahrain except where specifically agreed and noted in the policy schedule or as part of the policy wording.
  - b) If the vehicle is used other than in accordance with the limitations as to use.
  - c) If the vehicle is being driven any unauthorized person or by a person not holding a valid driving license or who is disgualified from driving by order or a court or the traffic authorities.
  - d) Any further damage to the vehicle caused by being driven after an accident before necessary repairs are carried out.
  - e) If the vehicle is being used for:

- i) Hire or reward. ii) Racing
- b) Nuclear weapon material.
- competitions rallies or trials. iii) The carriage of goods (other than samples) in connection with anv trade or business.
- iv) Any purpose in connection with the motor trade.
- 2. Any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
- 3. Any accident, loss, damage or liability or consequential loss of whatsoever nature resulting from or caused directly or indirectly by:
  - a) Ionising radiation, or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any selfsustaining process of nuclear fission.

- 4. Any accident, loss,
- damage or liability (except so far as is necessary to meet the requirements of the laws applicable to this contract) directly or indirectly proximately or reasonably occasioned by contributed to by or traceable or arising out of or in connection with:
  - a) War invasion the act of foreign enemies or hostilities or warlike operations (whether war be declared or not) civil commotion assuming proportions of or amounting to a popular rising civil war mutinv rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government "de jure" or "de facto" or to the influencing

#### of it by terrorism or violence.

- b) Detention seizure confiscation or any attempt thereat or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences thereof and in default of such proof we shall not be liable to make any payment in respect of such a claim.
- 5. Any loss, damage, injury or death occurring whilst your car is being used in that part of an aerodrome or airport provided for the takeoff or landing of aircraft on the surface, aircraft parking aprons including the

associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the customs examination area.

- 6. Any accident caused while the vehicle was driven by any person under the influence of alcohol or drug.
- 7. Consequential loss of any kind of or description unless specifically insured hereby.
- 8. Accidents which are not reported to the traffic police and no official police report is obtained.
- or any consequence 9. Any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the laws applicable to this contract) if the vehicle insured was previously declared as a total loss/ constructive total loss by previous insurer(s) and/or authorized dealer.
  - 10. Any accident, loss damage or liability caused by the willful act of the insured or household/family

member or the driver of the vehicle.

- 11. Overloading or strain.
- 12. Explosion of any boiler forming part of or attached to or on the vehicle.
- 13. Loading/carrying flammable materials hazardous chemical/ petrochemical compounds.
- 14. Collision of the load to the vehicle's body or the trailer with the locomotive were not such damages resulting from an accident with another object or overturn.

# **General Conditions**

#### **1. Interpretation:**

This Policy and the Schedule should be read together as one contract. any word or expression to which a specific meaning has been assigned in any part of this Policy of the Schedule will bear such specific meaning wherever it is appearing.

#### 2. Your responsibilities:

You shall at all times

- a) Keep your car, its accessories and spare parts in efficient condition and take reasonable care to safeguard them from loss or damage
- b) Allow us full access to examine vour car
- c) Comply with all conditions set out in your policy
- d) Comply with all relevant laws in the geographical area where you are driving your car
- e) Comply promptly with requirements of public authorities
- f) Inform us immediately
  - i) If there is any material change in your car or in the nature of the risk

- ii) If you no longer have any interest in your car
- iii) If you take out any other insurance which covers your insured car or liability against similar risks
- g) Make sure that any authorized driver or any person in charge of your car understands your duties under the Policy and complies with its conditions as far as they apply to him/her

#### 3. Cancellation of the **Policy:**

a) The company may cancel section one of this policy by sending a seven days notice by registered letter to the insured at his last known address. 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 also cancel Section one of this Policy on seven days written notice and the insured shall be entitled to a return of premium less premium at the Company's short period rates for the period the

Policy has been in force.

- b) Neither the company nor the Insured has the right to cancel section 2 of this Policy during its period of validity as long as the Vehicle's registration is valid. In case the Policy is cancelled before its expiry date because of cancellation of the Vehicle's registration, or presentation of a new policy covering the same vehicle, the Company will refund to the Insured the paid premium less the short period premium due.
- c) In the event of an accident giving rise to a Total Loss or Constructive Total Loss claim under Section 1 of the Policy, the cover granted by this Policy will automatically be cancelled as from the date of transfer of ownership of the vehicle to the company.

However, no premium will be refunded if:

- a) Any claim is reported, paid oroutstanding under the policy
- b) The balance period of coverage under the policy as on the date of

cancellation is only 62 days or less

Upon cancellation, the original certificate of insurance must be returned to us.

#### 4. Other insurance

At the time of any claim arising under this policy, if you have any other insurance policy covering the same loss, damage or liability, we are liable to pay only a ratable proportion of the claim.

not apply to injury benefits under Section 6 Personal Injury, which will be paid as indicated.

This policy does not provide cover for other persons if they are insured under any other insurance policy.

#### **5.** Arbitration

Where we have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. Arbitration shall be conducted in accordance with the prevailing arbitration rules and any further legal action can be initiated only after receiving

the Arbitrator's decision on the matter.

#### 6. Fraud

If any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited.

#### 7. Jurisdiction

This policy applies only to This condition however does judgments delivered by or obtained from a Court of Competent Jurisdiction in a member country of the Gulf Co-operation Council.

#### 8. Total Loss and Salvage

In the event of an accident giving rise to a Total Loss or Constructive Total Loss claim under any section of the Policy, the ownership of the insured Vehicle and any other accessories is to be transferred to the company prior to settlement of the claim.

#### 9. Underinsurance

If, in the event of a claim, the vehicle at risk is of greater value than the sum insured, the amount payable will be reduced in proportion; unless the sum insured

represents at least 75% of the market value.

#### 10. Declaration of **Material Facts**

Failure to disclose all material facts known to the insured, which would be considered by the insurer as likely to influence the acceptance and assessment of the proposal could render the policy inoperative.

#### **Conditions applicable** to Claims

#### **1. Your Responsibilities**

- a) As soon as reasonably possible after any accident, injury, loss or damage, you or your legal personal representatives must telephone us giving full details of the incident. Any communication vou receive about the incident should be sent to us immediately. You or your legal personal representatives must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal inquiry.
- You or anyone else b) claiming under this policy, must not admit to any claim, promise

any payment or refuse any claim without our written consent. If we want to, we can take over and conduct in your name, or the name of the person claiming under the policy, the defense or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve a settlement.

#### 2. Our Rights

a) Control of claim

If we want to, we can take overand conduct in your name, or the name of the person claiming under this policy, the defense or settlement of any claim or take proceedings for our own benefit to recover any payment we have made or may be liable to pay under this policy.

b) Right to pay the limit

We may at any time pay to you in connection

with any claim or series of claims hereunder the amount of the limit of liability or any lesser amount for which such claim or claims can be settled and upon such payment being made we will relinguish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

c) Reduction of No Claim Discount

> If a claim is made under your policy we will reduce your No Claim Discount in accordance with our scale and the renewal premium will reflect the same.

If any policy is renewed then a claim pertaining to the expiring period is submitted, the same will not be entertained unless additional premium is paid as per revised renewal premium.

#### Endorsements/Clauses

#### 1. Own Damage Excess

24

The Own Damage excess mentioned in the Schedule applies to all claims for accidental damage to your car under this Policy. If we have paid any expenditure, which includes the Own Damage excess, you will have to refund us the amount of the excess.

#### 2. Hire Purchase

(Applicable only where the vehicle is subject to a hire purchase agreement).

The interest of the institution named as the lender in the policy schedule is noted as joint insured and any claim payment for total loss of your car under Section 1 will be paid to the lender subject to the following provisions:

- a) The receipt of the lender shall be a complete discharge to the company and shall be binding for all parties insured hereunder.
- b) You will forward a copy of all communications sent by us to you to the lender noted in the schedule.
- c) This policy will not be cancelled during the period of insurance without the lender's written consent.

# What to do in case of an accident?

Process to follow in case of an accident:

- 1. Call the police In Bahrain, please call 199.
- 2. Get a police report in line with the country's regulations (Check the report because our liability will not exceed the damages shown on the police report in any case).
- 3. Call GIG Claims Service Centre on 8000 1060 to register your claim and get details on the process to follow:
  - a) We will provide you with the address of the workshop where your vehicle will be repaired.
  - b) If your policy covers GIG Accident and Breakdown Rescue Service and your vehicle is damaged and cannot be driven after the accident, call 8000 1712 for towing service. Please refer to Section 9 for more details.
  - c) A claim number will be supplied.
  - d) Once the claim is opened, you will receive an SMS with

a claim reference number and the contact details of a garage.

- If you are eligible for the Car Replacement facility, as per Section 8, we will let you know how to proceed.
- 5. Send the police report to GIG by:
  - a) Email:
  - info@gig-gulf.com
    b) Courier: Gulf Insurance Group (Gulf) B.S.C.(c) P. O. Box 11442, Manama, Kingdom of Pabrain

Kingdom of Bahrain.

#### Next steps

Once GIG received the police report, the claim executive will take down the policy and accident details andwill provide you with the following information:

- Confirmation of whether the reported incident is covered under the policy or not and expenses to be borne by you (by way of 'Excess' and/or 'Contributions' noted under the policy).
- 2. Explain and detail the next steps of the claims procedure up to the final settlement.

Once your claim is opened,

you can leave your vehicle in the workshop specified along with the following documents:

- 1. The original police report.
- 2. A copy of the driving license of the person who was driving thecar at the time of the accident (as mentioned on the police report).
- 3. A copy of your Insurance Certificate.
- 4. A copy of the ownership card of the vehicle.

The garage then coordinates with us and the claim is processed.

# 8 Complaint Procedure

At GIG Gulf, we are committed to providing you with the highest level of customer service. We also realise that from time to time, things can go wrong. Therefore, when you are not completely satisfied, we recommend that you contact our dedicated complaints department.

Usually, one of our agents will be able to resolve your issues or queries immediately, however, if you feel the matter requires an escalation, you can file a formal complaint and your complaint will always be treated fairly and confidentially.

#### You can file your complaint in any of the following ways:

1. Visit our <u>website</u> and register your complaint.

When you submit a complaint, we will contact you within (1) one working day to acknowledge your complaint and provide you with a complaint reference number which should be used in all future communications. We will also explain the next steps in the process and provide you with details on how to contact us to discuss your complaint.

Alternatively, should you not have an email address or access to the internet, you can choose one of the following means to contact us:

- 2. Send a letter to the management: Gulf Insurance Group (Gulf) B.S.C. (c), P.O. Box 11442, Manama, Bahrain.
- 3. Call us on 8000 1060 and request our customer service team to register your complaint.
- Walk into our branches and request our customer service team to register your complaint.

## We will endeavour to complete our

investigation and share with you the outcome of your complaint within (7) seven working days. If this is not possible, we will let you know and keep you updated throughout the process. If you are subsequently dissatisfied with our final response or any delay in our response (beyond 15 working days), you may refer your complaint to the Insurance Regulator. You can do so by sending the details of your complaint, stating the GIG Gulf Complaint Reference Number to The

Consumer Protection Unit at the Central Bank of Bahrain (CBB) using their <u>online complaint form</u> or the details below:

E-Mail: complaint@cbb.

gov.bh

Telephone: +973 1754 7777

# **9** Customer Comments

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 GIG Complaint Reference Number, to the Insurance Regulator:

Central Bank of Bahrain

P.O. Box 27, Manama, Kingdom of Bahrain

Fax: + 973 1753 0399

Telephone: +973 1754 7777

Email: complaint@cbb.gov.bh

#### Website for registering Complaints: http://cbb.gov.bh/ complaint\_form.php

If you have any comments or suggestions about our cover, services or any other feedback please write to:

#### **Country Manager**

Gulf Insurance Group (Gulf) B.S.C.(c), P.O.Box 11442, Manama, Bahrain

#### Or email at:

#### info@gig-gulf.com

We always welcome feedback so we can improve our products and services.

# **10** Frequently Asked Questions

#### Why can't the insurance and registration be in two different names?

The Policy Holder should normally be both the main driver of the vehicle and the registered owner. The Policy Holder must have a financial interest in the vehicle. The traffic department will only register a vehicle in the name stated on the insurance certificate.

#### How do you calculate my insurance premium?

A number of factors are used to calculate your insurance premium. Amongst these factors are the age of the driver, length of driving experience, claims history, location, vehicle value and type.

#### Why can't the insurance be transferred when the vehicle is sold?

As the insurance premium is affected by the profile of the driver, it is not possible to transfer insurance cover from one driver to another. The existing policy must be cancelled. The new owner will then be given a new insurance certificate that is required for registration purposes, up to the expiry of registration.

#### Can I choose which garage I want to take my vehicle to?

If you are entitled for Agency Repairs then your vehicle will be repaired at the main authorized dealership. Otherwise GIG will select one of its authorized repairers. The garage we choose will depend on the vehicle type, nature of damage and availability. We onlyuse garages that adhere to our strict quality controls.

We make sure the garages we use generally have experienced and qualified people and is fitted with sophiscated repair equipment.

#### How does GIG's motor insurance differ from other insurance companies in the market?

GIG provides one of the highest levels of motor protection in the Middle East – combined with the security and service standards of a large international operation, 24-hour accident recovery, guaranteed repairs and extended opening hours. If you are being offered insurance cover from another source at a lower premium it's probably without some or many of these benefits.

## Does my policy cover whilst used off road?

#### Your GIG policy

automatically covers private cars when being driven off road provided your car has 4 wheel drive capability and you are not using the vehicle in a race or competitive event. Cover however is not valid if the vehicle used in the desert.

## What is the short period scale?

The short period scale applied is as per the below table:

Period of Insurance	Short Period Premium	Short Period Refund	
Of the Annual/Charged Premium			
1 day to 1 week	12.5 %	87.5 %	
1 week to 1 month	25 %	75 %	
1 month to 2 months	37.5 %	62.5 %	
2 months to 3 months	50 %	50 %	
3 months to 4 months	62.5 %	37.5 %	
4 months to 6 months	75 %	25 %	
6 months to 9 months	87.5 %	12.5 %	
Over 9 months	100 %	No Refund	



8000 1060 giggulf.bh

Gulf Insurance Group (Gulf) B.S.C. (c) Unit 51, Building 298, Road 4609, Block 346 Manama/Sea Front R.O. Box 11442, Kingdom of Bahrain Telephone: +973 66328005 Email: info@gig-gulf.com, Website: www.giggulf.bh A company incorporated in the Kingdom of Bahrain (CR 22373) with an authorised and paid up capital of BD 15,000,000 and regulated by the Central Bank of Bahrain as a Bahraini insurance licensee.

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