

## COMMERCIAL VEHICLE COMPREHENSIVE INSURANCE POLICY

This Policy is issued in accordance with the Cooperative Insurance Companies Supervision Law promulgated by Royal Decree No. M / 32 dated 02/06/1424H and its Implementing Regulations issued under Ministerial Resolution No. 1 / 596 dated 01/03/1425H, and on the Council of Ministers Decision No. 222 dated 13/08/1422 H in respect of the motor compulsory insurance.

### DEFINITIONS

The following words and phrases shall, wherever mentioned in this Policy have the meanings indicated below, unless the context requires otherwise:

- 1) Compulsory Insurance Policy (Policy):**  
Public Liability Insurance Policy towards Third Parties for Vehicles where the Company undertakes to compensate the third parties in the event of damage covered under this Policy, against the premium paid by the Insured to the Company. This Policy includes a Bill Bond Certificate and Endorsements (if any) that are not inconsistent or contrary to the provisions contained in this Policy.
- 2) Company (Insurer):**  
Solidarity Saudi Takaful Company.
- 3) Insured:**  
The natural person or legal entity who signed the Insurance Policy with the Insurer and his name is stated in the schedule of the Policy.
- 4) Proposal form:**  
The form completed and signed by the proposer of the insurance and information contained therein constitutes a contractual basis and is an integral part of this document.
- 5) Schedule of the Policy:**  
The schedule attached to the policy, which shows limits of the coverage, period of the insurance, data of the insured vehicle data, conditions and details of the extension of insurance coverage.
- 6) Period of Insurance:**  
Is the period of validity of insurance coverage.
- 7) Driver:**  
Anybody driving a vehicle, public work equipment or motor bike at the time of the accident (loss).
- 8) Vehicle:**  
Any means of transportation prepared to move on wheels or tracks that runs or is driven by mechanical or animal power, well described in the Policy (excluding trains).
- 9) Third Party:**  
Any natural person or legal entity that sustains covered injury/damage under the provisions of this Policy, excluding Insured and/or Driver.
- 10) Bodily Injuries:**  
Death and/or Bodily Injuries that may sustain to a third party, including permanent or temporary total or partial disability.
- 11) Temporary Total Disability:**  
a disability that completely prevents the injured person from exercising his/her work/profession for a temporary period.
- 12) Permanent Total Disability:**  
A disability that completely prevents the injured person from exercising his/her work/ profession for more than 52 weeks and do not improve at the end of this period.
- 13) Physical Damage:**  
Damage that may sustain to properties belonging to a third party.

- 14) Medical Expenses:**  
Expenses and costs of medical treatment and medicines/drugs incurred by a third party due to an accident covered by insurance under provisions of this Policy.
- 15) Other Expenses:**  
Expenses incurred by a third party due to an accident, including towing or vehicle transportation charges and damage assessment expenses.
- 16) Claim:**  
Written notice to the Company requesting compensation for an accident (loss) covered under the provisions of this Policy.
- 17) Claimant:**  
The natural person or legal entity affected by an accident covered under the provisions of this Policy, including the heirs of a natural person in the event of his death.
- 18) Compensation:**  
Amounts to be paid by the Company to a third party within the maximum limit of public liability contained in this Policy.
- 19) Premium:**  
The amount paid by the Insured to the Company in return for the Company to compensate third parties for damage or loss which the direct cause of the occurrence is risk insured under the provisions of this Policy.
- 20) Public Liability:**  
Liability of the Insured and/or Driver against third parties physical damage or bodily injuries caused by the insured vehicle.
- 21) Material Fact:**  
Any fact that affects the Company's decision to accept or reject insurance or affects the insurance premium or the terms of the contract.
- 22) CC:**  
Engine cubic capacity.
- 23) HP:**  
Engine horse power.

#### Insurance coverage

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and in consideration of the payment of the contribution (premium) mentioned in the Schedule the Company hereby undertakes to insure the vehicle/s stated in the schedule during the stated period of insurance and in accordance with the terms exceptions and conditions of the policy as hereinafter provided

#### SECTION I - LOSS OR DAMAGE – insured Vehicle

1. The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon
  - a) by accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear
  - b) by fire external explosion self-ignition or lightning or burglary housebreaking or theft
  - c) by malicious act
  - d) whilst in transit (including the processes of loading and unloading incidental to such transit) by road rail inland waterway lift or elevator
  - e) damage to windscreen resulting or arising from an accident to the vehicle

2. At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Insured's estimate of value stated in the Schedule shall be the maximum amount payable by the Company in respect of any claim for loss or damage.
3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits of Liability bear the reasonable cost, of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.

#### EXCEPTIONS TO SECTION I

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

1. The amount specified in the Schedule as Claim Excess each and every claim other than for loss or damage caused by fire external explosion self- ignition burglary lightning house-breaking or theft
2. consequential loss depreciation wear and tear mechanical or electrical breakdown failures or breakages
3. damage to tyres unless the Motor Vehicle is damaged at the same time
4. damage caused by overloading or strain
5. theft of part or accessories from vehicle whilst left unlocked and unattended unless in locked garage or premises
6. additional parts or accessories or any changes to the insured vehicle other than that originally fixed or carried out by the manufacturer at the time of issue of the Policy unless declared to the Company and additional contribution was paid
7. Death and bodily injury of the Insured or Driver of the vehicle and damage to insured vehicle as a result of directly or indirectly from damage to any bridge, weighbridge, viaduct and to any road or anything beneath caused by vibration or the weight of the Motor Vehicle or of the load carried by the Motor Vehicle.
8. Death and bodily injury or damage caused or arising beyond the limits of any carriage way, thorough fare or public road unless in connection with the bringing of any load to the motor vehicle or the taking away of the load from the motor vehicle after loading there from.
9. Damage to the insured vehicle caused by sparks or ashes from the Motor vehicle, if steam driven.
10. Death of the Insured or Driver of the vehicle and Damage to the insured vehicle Caused by arising out of the explosion of a boiler forming part of, attached to or on the Motor Vehicle.
11. Any liability or expenses arising whilst the insured vehicle:
  - a) is used in contravention of restrictions of use stated in the schedule.
  - b) carried a number of passengers exceeding the authorized capacity of the vehicle, which was proven to be the cause of the accident.
  - c) is used in any type of racing, to determine the takeoff speed or in an ability testing experiment.
  - d) is driven by any person under the influence of drugs, alcohol or medical drugs which intake forbids driving.
  - e) is driven by any person less than (21) years of age, unless he is the Insured, and unless his name is stated in the schedule among the names of authorized drivers less than (21) years of age.
  - f) is driven by any person who does not hold a driving license, or if his driving license does not authorize him to drive this type of vehicle(s) or if the driving license is temporarily or permanently suspended.
  - g) is used in areas which public is usually not allowed to enter such as airports or seaports, except if the vehicle is used as commercial purposes in the areas allowed.

12. If it is proven that the Insured has stated in the insurance proposal form false declaration/statements or concealed material facts that affect the Company's willingness to cover the risk, or the premium or the insurance conditions.
13. If it is proven that the accident has been caused by an act deliberately and intentionally committed by the Insured or Driver.
14. If the Insured or Driver crossed a red light.
15. If the vehicle is drove in an opposite direction against the Traffic.
16. If the Insured or Driver of the vehicle escapes from the site of the accident.
17. Drifting.
18. Liability arising directly or indirectly out of, caused by or in connection with the existence, handling, processing, manufacturing, mining, sale, transportation, distribution, storage, use, removal, remediation, treatment, disposal or escape of asbestos, asbestos products or any product containing asbestos.
19. Liability caused by the exposure to an Electro Magnetic Field (EMF) and/or Electro Magnetic Radiation (EMR) of any kind.

## SECTION II - LIABILITY TO THIRD PARTIES

The Company will compensate third parties in cash within the terms and conditions contained in this Policy, with all amounts to be paid by the Insured or Driver against:

- A. Bodily Injuries sustained to third parties inside or outside the vehicle.
- B. Physical Damage outside the vehicle.

## LIIMIT OF LIABILITY

In the event of an accident resulting in payment of compensation in accordance with the provisions of this Policy, the maximum liability of the Company in a single incident and during the period of validity of this Policy in respect to Bodily Injuries (including blood money, assessed amounts for bodily injuries and medical expenses) and Physical Damages combined, shall not exceed the amount of SR 10,000,000 (Saudi Riyals Ten Million), as this amount states the maximum limit of liability of the Company.

## EXCEPTIONS TO SECTION II

The Company shall not be liable to pay for

1. Death or bodily injury to the insured or the driver.
2. Loss or damage to the vehicle insured, or of property belonging to any of the Insured or the driver inside or outside the vehicle.

## WHAT WILL NOT BE DENIED BY THE COMPANY TO COMPENSATE THIRD PARTY:

The Company reserves no right to deny compensation liability towards third parties under the provisions of this Policy as result of irregularities of the Insured or Driver, whether the irregularities occurred prior or after the accident, or as result of non-commitment to the provisions contained in this Policy, without prejudice to the right of the Company to recourse against the Insured or Driver by all legal means if there is anything justifying, after payment to third parties.

**Cases where the Company is obligated to compensate Third Parties without prejudice to the right of the Company to recourse against the Insured or Driver or whomever responsible for the accident:**

The Company reserves the right to recourse against the Insured or Driver or whomever responsible for the accident to recover amounts paid to third parties in any of the following cases:

1. Any liability or expenses arising whilst the insured vehicle:
  - a) is used in contravention of restrictions of use stated in the schedule.
  - b) carried a number of passengers exceeding the authorized capacity of the vehicle, which was proven to be the cause of the accident.
  - c) is used in any type of racing, to determine the takeoff speed or in an ability testing experiment.
  - d) is driven by any person under the influence of drugs, alcohol or medical drugs which intake forbids driving.
  - e) is driven by any person less than (21) years of age, unless he is the Insured, and unless his name is stated in the schedule among the names of authorized drivers less than (21) years of age.
  - f) is stolen or forcible taken.
  - g) is driven by any person who does not hold a driving license, or if his driving license does not authorize him to drive this type of vehicle(s) or if the driving license is temporarily or permanently suspended.
  - h) is used in areas which public is usually not allowed to enter such as airports or seaports, except if the vehicle is used as commercial purposes in the areas allowed.
2. If it is proven that the Insured has stated in the insurance proposal form false declaration/statements or concealed material facts that affect the Company's willingness to cover the risk, or the premium or the insurance conditions.
3. If it is proven that the accident has been caused by an act deliberately and intentionally committed by the Insured or Driver.
4. If the Insured or Driver crossed a red light.
5. If the Insured does not inform the Company in writing within ten working days of any material change declared in the insurance proposal form.
6. If the Insured or Driver declares to bear responsibility for the accident without any right in order to cause damage to the Company.
7. If the Insured or Driver of the vehicle escapes from the site of the accident.
8. If the vehicle is drove in an opposite direction against the Traffic.
9. Drifting.

**SECTION III – MEDICAL EXPENSES**

The Company will subject to the Limits of Liability in respect of each person injured pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or his driver or any occupant of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle.

## GENERAL EXCEPTIONS

The Company shall not be liable for payment of compensation in any of the following cases:

1. Any liability or expenses arising directly or indirectly from the following:
  - a. War, invasion, foreign enemy acts, hostilities or warlike operations (whether war be declared or not), civil war.
  - b. Rebellion, military or civil insurrection, insurgence, revolution, military or usurped power, martial laws or state of siege, or any incident or because that leads to declaration or continuation of martial laws, state of siege, acts of vandalism and terrorist acts committed by a person(s) acting on their own behalf or on behalf of or in connection with any terrorist organization. For the purpose of this exclusion, terrorism shall mean the use of violence for political, intellectual, philosophical, racist, ethnic, social or religious purposes. And using violence includes terrifying all or part of the public, or influencing, and/or resulting in strike, and/or interfering in any operation and/or government related activity or policy, or resulting in a strike that negatively affects the national economy or any of its sectors.
  - c. Strike, riot, civil commotion, workers' upheaval.
  - d. Any liability or expenses directly or indirectly incurred, caused, resulting, or contributed to by nuclear weapons, ionic radiations, irradiating pollution from any nuclear fuel or waste resulting from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any nuclear fission.
  - e. Any natural disaster such as hurricanes, earthquakes, floods or volcanoes.
2. Death or Bodily Injury to the Insured or Driver.
3. Loss of or damage to insured vehicle, or to property belonging to the Insured or the Driver inside or outside the vehicle.
4. Loss or damage to goods transported by the insured vehicle.
5. Fines or financial penalties, warranties or guarantees that may be imposed because of the accident to the Insured or the Driver.
6. Accidents occurring outside the boundaries of the geographical area specified in the policy schedule.

## CLAIM CONDITIONS

### 1. Claim Notification

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company as soon as possible on receipt. Notice shall also be given to the Company as soon as possible the Insured shall have knowledge of any impending prosecution inquest, fatal enquiry or offer of composition in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.

### 2. Procedures for the settlement of claims:

The Company is committed to:

[www.solidarity.sa](http://www.solidarity.sa)

- a) the settlement of claims amounts prescribed by the General Department of Traffic or Najm Insurance Service Company or other authorized entities to do so, under covered provisions of this Policy in all fairness and justice without any bargaining during a maximum period of fifteen days from the date of receipt of complete claim documents. In the event that the Company fails to settle claims in the said period for unrealistic reasons, the beneficiary has the right to apply to the Committees for Resolution of Insurance Disputes and Violations in order to bind the Company for compensation for any amounts incurred due to the lack of use of vehicle due to the delay of the Company in settlement of the claim (such as the cost of alternative vehicle).
- b) The Company is committed to inform the claimant in writing of acceptance or rejection of the claim and in case of the acceptance of the claim, the Company is committed to clarify the methods that the amount of compensation calculated. But when the claim is rejected, the Company is committed to:
- I. Provide the claimant with the reasons for rejection.
  - II. Inform the claimant the possibility of submitting his claim to the Committees for Resolution of Insurance Disputes and Violations stated in Article twenty of the Law of Supervision of Cooperative Insurance Companies to be considered by those committees.
  - III. Provide the claimant with a copy of the supporting documents to the Company's decision, in the case of a written request submitted by the claimant to the Company.

### 3. Basis of claim settlement for insured vehicle:

In the event of an accident giving rise to a claim under Section I sub-section 2 the following basis shall apply

#### a) Partial loss

- i. In the case of partial loss where some damaged parts are to be replaced the making good of the loss shall be by fitting used parts from a similar model vehicle or if not available by new parts in which case the Company shall charge a ratable allowance for betterment as per scale below

Age of Vehicle	Rate
Up to one year	Nil
2 years	10%
3 years	20%
4 years	30%
5 years	40%
6 years	50%
7 or more years	60%

- ii. If the required parts are not available in the Kingdom of Saudi Arabia and if the insured opt for having these parts purchased overseas the Company shall reimburse the cost of such parts including reasonable cost of transport and import duty if any provided always the total cost shall not exceed the latest price known in the local market
  - iii. It is also a condition of this insurance that the restoring of the damage shall be carried out at any authorized motor car repair workshop the Company may see competitive to carry out such repair. Should the Insured opt for a different workshop the Company's liability shall be limited to the lowest estimate of repair obtained and the Company will reimburse the insured on presentation of the vehicle for inspection after repair
- b) Total Loss  
In the case of an Actual or Constructive Total Loss,
- i. the maximum liability of the Company shall be the Insured value or the pre-accident market value of the vehicle whichever is less
  - ii. On settlement of the claim on actual or constructive total basis the salvage remains of the vehicle shall become the property of the Company and the Company shall dispose of the salvage in any way it deems fit. The Insured shall extend full cooperation for this purpose and shall surrender all necessary documents thereto
4. At any time after the happening of any event giving rise to a claim or series of claims under Section II-1(a & b) of this Policy, the Company may pay to the Insured or the Authorized Driver the full amount of the Company's liability under Section II-1(a & b) and relinquish the conduct of any defence, settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured or the Authorized Driver in the consequence of any alleged action or omission of the Company in connection with such defence, settlement or proceedings or of the Company relinquishing such conduct. Nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured, the Authorized Driver or any claimant or other person after the Company shall have relinquished such conduct.

## GENERAL CONDITIONS

### 1. Multiple sources of insurance and other insurance:

If the vehicle is insured under same type of insurance from more than one company, the Company is committed to pay only a share of the compensation or expenses or fees equivalent to the proportion of insurance amount over the aggregate of all insurance amounts combined, but in case there is any another type of insurance covering the same liability or expenses (such as the availability of a comprehensive insurance policy), the Company shall be responsible to cover that liability, or expense to third parties, and shall be subrogated by the Insured to claim from other insurance companies to pay their share relative to that claim.

### 2. Change:

The Insured must notify the Company in writing within ten working days of any material change stated in the insurance proposal form, and the Company must notify the Insured within three working days from the date of receipt of the mentioned notice in case of rejection of insurance coverage.



**3. Company's right to handle legal proceedings and settlements:**

The Company has the right to:

- A) Represent the Insured or Driver in any investigation or interrogation relating to any claim that is subject of indemnification under this Policy.
- B) Handle any defense procedures to defend the Insured or Driver before any judicial body relating to any claim or accusation concerning any event that may be the subject of indemnification under this Policy.

**4. Company's right to insert the name of the Insured in the system of the Saudi Credit Bureau (SIMAH):**

It is the Company's right in case the Insured failed to pay the dues of the Company, whether insurance premiums or claims, to include the name of the Insured in the system of the Saudi Credit Bureau (SIMAH).

**5. The obligations of the Insured or Driver when an accident occurs covered under this Policy:**

- A. To inform the authorities as soon as possible of any accident covered under this Policy, and not to leave the scene of the accident until the completion of the proceedings, with the exception of cases that require leave from the scene of the accident such as a bodily injury or waiting for more than two hours.
- B. To not acknowledge responsibility in order to cause damage to the Company, or to pay or promise to pay any amount to any party of the accident prior of obtaining a written consent from the Company.
- C. To cooperate with the Company, and to provide the Company with all legitimate documents (power of attorney) to enable it to handle the legal proceedings and settlements on behalf of the Insured or Driver if the Company wishes to do so.
- D. The Insured must take all necessary actions at Company's expenses to ensure the Company's right to collect any amount payable from any other party as a result of a compensation paid under this Policy.

**6. The Company's obligations in the event of delay in settling a claim with complete documents:**

The Company is committed to compensate the beneficiary of coverage contained in this Policy for any expenses incurred as a result of not using the damaged vehicle due to delay in settlement of the claim for more than fifteen days from the date of completion of the claim documents, and unable to provide logical reasons of the delay in payment of compensation.

**7. Fraud**

The rights resulting from this Policy shall be waived, if submitted claim involves any type of fraud, or if the Insured or Driver or their representatives or the third parties have used any fraudulent methods or means for purpose of obtaining any benefit under this Policy, or if the resulting liability or damage is a result of deliberate act committed by the Insured or Driver or a third party or in collusion with any of them. The Company has the right to recourse against any party, whether participant or conniver, which is found responsible for this fraud and the Company, is committed to compensate the third party if in good faith.

## 8. Cancellation

### a) SECTION I (Loss or damage )

- i. The Insured may cancel the provisions of Section I and III at any time and provided there are no unpaid or outstanding claims under the policy during the current period of insurance, the Company shall refund to the insured a return of the contribution paid less contribution payable as per the Company's short period rate below for the period the Policy has been in force.

Period of Insurance	Short period rate
Not exceeding one week	12.50% of annual premium
Not exceeding one month	25.00% of annual premium
Not exceeding two months	37.50% of annual premium
Not exceeding three months	50.00% of annual premium
Not exceeding four months	62.50% of annual premium
Not exceeding six month	75.00% of annual premium
Not exceeding eight months	87.50% of annual premium
Exceeding eight months	100% of annual premium

- ii. The Company may also cancel the provisions of Section I and III subject to 30 days' Written notice to the Insured and in which case the Company shall refund to the Insured a pro - rate proportion of the contribution paid for unexpired policy period from the date of cancellation

PROVIDED that the Company may exercise this cancellation option only in the following circumstances:

- Nonpayment of premium by the Insured within the stipulated date agreed by the Company with the Insured
- If the Insured shall have failed to comply with any terms and conditions of this Policy
- If the performance of the whole or part of the policy contract is rendered impossible de jure or de facto for reasons not the fault of either party including in consequence of any law or regulation which is or shall be in force

### b) SECTION II (Third Party)

Neither the Company nor the Insured is entitled to terminate this Policy after its issuance, except in the following cases:

1. The license of the vehicle has been withdrawn.
2. The ownership of the vehicle is transferred to another owner.
3. A new policy is issued as an alternative insurance policy from another company.

In case the Insured desires to cancel the Insurance Policy, he must return the Policy to the Company accompanied by a cancellation request, the Company must refund to the insured proportion of premium paid for the unexpired policy period within three working days from the date of that insurance company is being aware of the above cases, as per the following schedule:

Insurance Period Prior of Cancellation Request	Percentage of Premium Payable to the Insured
1 – 7 days	87.5%
8 – 30 days	75%
31 – 60 days	60%
61 – 90 days	50%
91 – 120 days	45%
121 – 150 days	40%
151 – 180 days	35%
181 – 210 days	25%
211 – 240 days	20%
241 – 270 days	10%
271 – 365 days	Nil

Notwithstanding the above, the Company, Insured and Driver remain committed to the provisions of this Policy in respect of the obligations arising prior to cancellation.

**9. The issuance of the Policy and notice of renewal:**

The Company has no right to issue this Policy unless it is connected electronically with Najm Insurance Service Company's system. And the Company shall notify the Insured in respect of the expiry date of the Policy, two weeks prior to expiry date, in order to enable the Insured to renew it or obtain a policy from another company.

**10. Jurisdiction and applicable laws:**

- a. Any dispute arising out of this Policy shall be subject and governed by the applicable laws and regulations of the Kingdom of Saudi Arabia, and the Committees for Resolution of Insurance Disputes Violations stated in Article (20) of the Law of Supervision of Cooperative Insurance Companies issued by Royal Decree No. (M/32) dated 02/06/1424 H, shall be the only competent bodies to deal with such disputes.

- b. Any case arising out of this Policy will not be heard after the expiration of three years from the date of incident giving rise to the proceedings, and of information of stakeholders, unless there is a valid excuse that the Committees for Resolution of Insurance Disputes Violations accepts.

**11. Interpretation**

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

**12. Notice**

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

**13. Due Care**

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times, free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

**14. Arabic To Prevail**

In the event of conflict or difference in meaning between the Arabic and English texts in this Policy the Arabic text shall prevail

## MEMORANDA

### 1. Young/Novice Driver Excess

Notwithstanding anything herein contained to the contrary, it is hereby understood and agreed that in the event of any claim arising under Section I of this Policy whilst the motor vehicle is being driven by

- a) any person under the age of 21
- b) any person who is the holder of a learner's driving license
- c) any person who is the holder of a full driving license which has been in force for less than one year

the Insured in respect of each and every event shall be responsible for the amount mentioned in the policy schedule hereinafter known as the "Excess" (or any less expenditure which may be incurred) of any expenditure for which provision is made hereunder it being understood that in relation to any such claim the above amount shall apply in addition to any other amount which the Insured may be responsible under the terms of the Policy.

Provided that

- i. if the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.
- ii. the above Excess shall not apply to loss or damage caused by fire external explosion self- ignition burglary lightning house-breaking or theft.

### 2. Cover whilst driven by a Motor Trader

Notwithstanding anything contained to the contrary in the Limitations as to use it is hereby understood and agreed that subject otherwise to the Terms of this Policy, the insurance granted hereby shall be operative but only so far as it relates to the Insured whilst the motor vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair



### **Terms and Conditions of Cooperative Insurance**

In accordance with Shariah Supervision Board Resolution No. (03), the company is committed to the following:

#### **General Terms and conditions:**

1. The Company will maintain accounts for insurance operations separate from the shareholders' accounts in accordance with the Implementing regulations provisions of the Law of Supervision of Co-operative Insurance Companies.
2. The Company undertakes to invest all funds, whether relating to shareholders or the policyholders strictly in accordance with the rules of Shariah principles and in consistent with the Company Investment policy approved by the Saudi Arabian Monetary Authority. The Company will add or subtract the investment return of the policyholder's invested funds, and subtracting the general expenses related to the policyholder's portion of the investment activities.
3. The Company, as the insurance administrator, will manage the insurance operations in favor of the policyholders. In case of net surplus in the insurance operations' account, it will be distributed in the following way:
  - a- Ten percent (10%) of the annual net surplus shall be distributed to the policyholders directly or in the form of reduction in premiums for the next year.
  - b- From the remainder, if any, an amount equal to (5%) of the total written premiums shall be carried forward to the shareholders' account as a fee against the Company's management of the insurance operations and investment in favor of the policyholders. This management fee shall not exceed 90% of the net surplus.
  - c- From the remainder, if any, following the distribution referenced (a) and (b) above, Company shall carry forward (10%) of the net surplus to the shareholders' account as performance incentive.

The Company may maintain the remainder of net surplus, if any, in the policyholders' account or distribute it wholly or partially to the policyholders following approval by the Saudi Arabian Monetary Authority and the Company's General Assembly.

#### **Solidarity Saudi Takaful Company**

Authorized Signature:

Date:        /        /

Stamp

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