



Comprehensive Insurance Policy

boubyantakaful.com
1 82 55 82

نعمل بإتقان

Comprehensive Insurance Policy General Conditions

Pursuant to this Policy, an agreement was made by and between Boubyan Takaful Insurance Company (The Manager for the Contributors Association's Account) hereinafter referred to as "Company", and the Contributor (a member of the Contributors Association) whose name is mentioned in the Policy schedule as being in exchange for the Contributor's donation (or undertake to donate) to the Contributors Association to contribute to the insurance mentioned in the schedule, provided that the conditions, exclusions and provisions stipulated herein, or any endorsement attached thereto, shall be considered, and without violation of the provisions of Islamic Sharia, the Contributors Association shall compensate the Contributor by the methods and limits set out below:

First: Limits of Coverage: The Company shall undertake to compensate the Contributor for the loss or damage that befalls the insured vehicle, its accessories, and spare parts, resulting from accidents that may occur during the validity period of the insurance and within the geographical territories of the State of Kuwait in the following cases:

- a - Loss or damage resulting from a collision, rolling over, fire, external explosion, self-ignition, burglary, or theft, which the Contributor is not involved in such occurrence.
- b - Loss or damage resulting from third party fault or intentional act, except as a result of breach of trust or fraud.

Second: The Contributor must take all reasonable precautions to reduce the loss, maintain the insured vehicle, protect it from loss or damage, and keep it in a usable condition; otherwise, He shall lose his right in repair and compensation for the damages incurred. The Company may refer to him with compensation paid thereto or on his behalf. In the event of an accident or breakdown to the vehicle, the insured vehicle must not be left unattended or without taking the necessary precautions to prevent the increase in loss or damage. In the event that the insured vehicle was driven before the necessary repairs were made, every increase in the damage, or every new damage, to the insured vehicle shall not be liable to the Company to compensate according to this Policy.

Third: This insurance shall not cover any liability arising from an agreement that would not have arisen without it.

Fourth: The Company shall have the option to pay the value of loss or damage in cash or to repair the vehicle or any part thereof, its accessories or spare parts, provided that the Company's liability, in case of repair, shall not exceed the value of the lost or damaged parts in addition to the reasonable fees for installing such parts after deducting the depreciation percentage. If the necessary parts are not available in the market, the compensations to be paid by the Company shall not exceed the last specified price for such parts in the local markets after deducting the depreciation percentage determined by the Ministry of Commerce and Industry as follows:

First Six Months 5%	Second Six months 10%	Second Year 25%	Third Year 35%
Fourth Year 45%	Fifth Year 55%	Sixth Year 65%	Seventh Year and Above 75%

Fifth: In the case of repair outside the agency, the Company shall not be committed to repair in a certain garage, and the repair shall be within the amount it estimates for compensation. In all cases, the Contributor shall not request that the vehicle be considered a total loss unless the costs of repair, along with the necessary spare parts, amount to at least 75% of the vehicle's value before the accident. The Company shall have the right to consider the vehicle a total loss at any time and compensate the Contributor on such basis.

Sixth: In the event of total loss as a result of an accident between two vehicles, the compensation shall be equivalent to the sum insured after deducting 20% of the insurance value or the market value of the vehicle, whichever is less.

Seventh: Exclusions:

- A. The following shall be excluded from the limits of the insurance coverage and the Company shall not be responsible therefor:
 - 1- Partial loss resulting from theft of any of the vehicle parts.
 - 2- Total theft resulting from leaving the vehicle in operation condition or leaving the operating keys inside it. The vehicle must be tightly closed, and the theft must be a result of breaking or damaging any part of the vehicle that led to its total theft, with proof from the official authorities in the State of Kuwait.
 - 3- Indirect loss or damage to the Contributor or decrease in the vehicle value resulting from its use. The Company shall not be liable for damage, defect, or breakage that affects the mechanical or electrical equipment, unless the same results from an accident to the insured vehicle.
 - 4- Loss or damage resulting from damage to the tires unless the same results from an accident to the insured vehicle.
 - 5- Loss or damage that occurs to the vehicle's cargo or the vehicle's additional equipment such as telephone, recorder, television, additions to the vehicle, etc., or any personal property unless stipulated in the policy or its appendices with an indication of the insured value and payment of the additional insurance contribution due thereon.
 - 6- Loss or damage resulting from an increase in the vehicle's load or if, at the time of the accident, the number of its passengers exceeds the permitted number, considering each of the two children as one adult.
 - 7- In the case of insuring large transport vehicles or trucks, the Company shall not be liable for covering the loss or damage that befalls the vehicle or the crane during unloading and operating. Likewise, the Company shall not be liable for covering the loss or damage if the vehicle rolls over in the event that the jack is raised to operate it or to unload the cargo.
 - 8- The decrease in the value of the insured vehicle resulting from the accident, repair of the vehicle, or otherwise, and the loss of benefit resulting from the vehicle breakdown following an accident, regardless of the duration of the breakdown and whatever the reasons therefor.
 - 9- If the Contributor repairs the vehicle on his own without obtaining the prior approval of the Company.
 - 10- The Company shall be liable for the damage or cracking of the vehicle cover, the detection, or the breakage or damage of the sunroof with only KWD 100, unless the same results from an accident to the insured vehicle.
 - 11- The company shall not be liable for the parts stolen from the vehicle after an accident, and the Contributor shall entirely be liable therefor.
 - 12- The Contributor shall bear 50% of the total value of the damage in the event of a rolling over, collision of a pavement or a pole, a fall with a hole, a vehicle deviation on other vehicle that leads to damage thereto, or anything other than the vehicles.
 - 13- The Contributor shall bear 50% of the total value of the damages if the accident is against an unknown (the unknown means that the vehicle is in a state of complete stop or the driver is not inside).
 - 14- The Contributor shall bear 50% of the total value of the damage if the accident is against an unknown person, in the event of theft, total loss, or total or partial fire of the vehicle.

- 15- The Contributor shall bear 50% of the total value of the damage in case the windshield is broken only, except for what resulted from a collision between two or more vehicles.
- 16- In case the hubcaps are stolen, or the aerial is broken, the Company shall only bear 50% of the total value of the damage, and the Contributor shall bear the balance, and for the vehicle paint, in the event of scratches thereon, the Company shall bear 30% and the balance shall be at the Contributor's cost.
- 17- This insurance shall not cover loss, damage, accidents, and civil liabilities that may have occurred, arisen out, resulted from any of the factors shown hereinafter or relating thereto, or which these factors may, directly or indirectly, have contributed to such occurrence, closely or far away. These factors are:
Floods, torrents, rains, whirlwinds, sand storms (Tuz), hurricanes, volcanic eruptions, earthquakes, storms, or any other act of nature, conquest, actions of the foreign enemy, acts of war (whether or not war is declared), civil war, strike, riots, popular rebellions, disobedience, revolution, military coup, usurpation of power, confiscation, nationalization subsequent damage through or by order of a government, public or local authority, radioactive materials, atomic and nuclear explosions, and any factor directly or indirectly related to any of the foregoing reasons.
If a request or claim is submitted under this Policy, the Contributor must prove that the incident, damage, loss, or liability has arisen independently of the above-mentioned factors and has no relationship with such factors. Unless this evidence is submitted, the Company shall not be bound by any performance of the aforementioned request or claim.
- B. The Contributor's right to compensation shall be forfeited and he shall be obligated to reimburse what he has previously received from the Company in the following cases:
- 1- If it is found that the insurance has been concluded based on the Contributor's false statements or concealment of material information or facts that affect the Company's acceptance of the risk coverage, the price or conditions of the insurance, or if the Contributor made incorrect data about how the accident occurred or he concealed substantial facts that affect the Company's assessment for the extent of its obligations.
 - 2- If the accident occurred while driving the vehicle by a person in an abnormal condition, was consuming alcoholic beverages or drugs, or as a result of consuming medicinal pills, liquids, or any narcotic substances.
 - 3- If the accident occurred while driving the vehicle by a person who does not hold a driving license from the General Department of Traffic in Kuwait, his license was withdrawn by court or according to a violation, or the license he was carrying was not valid for driving such type of vehicles.
 - 4- If the accident occurred while the vehicle was driven at a speed exceeding the limit permitted by the General Department of Traffic, in the case of being chased, exceeding the red light, or if the vehicle was driven against the direction of traffic or under the predominance of drowsiness.
 - 5- If it is proven that the accident arose out of an act committed by the Contributor voluntarily and by premeditation.
 - 6- In case the vehicle is used for other than the purpose indicated in its ownership deed, its use in racing, inspection, speed tests, or the inefficiency of the vehicle's devices at the time of the accident, particularly the lack of brake devices by more than 60%.
 - 7- If the Contributor fails to pay the Contribution in full within 14 days from the date of issuance of the Policy, the consequences thereof shall be forfeited, unless otherwise there is a written agreement between the parties thereto.

Eighth: Every right or benefit for the Contributor regarding this Contract shall be forfeited if the Contributor, or his representative, fails to notify the Company of the accident within 48 hours of its occurrence, and also if he reports the same and then ceases to review the Company within one year from the date of notification.

Ninth: In the event that the vehicle is considered to be total loss, the vehicle wreckage shall be completely devolved to the Company, and the Contributor shall transfer or abandon the vehicle according to the Company's own discretion and to whom it specifies. The Contributor shall not be entitled to keep the vehicle wreckage unless the Company agrees to do so in writing, in which case the value of the vehicle wreckage shall be deducted from the compensation amount.

Tenth: The Company may, at any time, inspect the insured vehicle or any part thereof and do any necessary test to any driver or user of the insured vehicle.

Eleventh: In the event that the Contributor pays the value of the Policy (insurance Contribution) or part thereof, it is considered an implicit acceptance of all the terms and conditions of this Policy.

Twelfth: If there is multiple insurance with more than one insurer, the Company shall only be obligated to pay a part of the value of loss, damage, compensation or expenses and fees equal to the ratio of the insured sum and the total insured sums.

Thirteenth: Termination of Insurance: Either Party may terminate this Policy after 7 days from notifying the other Party by a registered letter sent to the last known address. In this case, the Company shall reimburse the Contributor the paid Contribution after deducting a portion of the Contribution commensurate with the period in which it was valid (provided that no accident occurred to the vehicle during the validity of the policy) according to the short-term insurance categories according to the following table:

Validity Period of the Insurance	Company's Deductions from Annual Subscription	Validity Period of the Insurance	Company's Deductions from Annual Subscription
Not more than one week	of Annual Subscription 1/8	Not more than one month	of Annual Subscription 1/4
Not more than two months	of Annual Subscription 3/8	Not more than three months	of Annual Subscription 1/2
Not more than four months	of Annual Subscription 5/8	Not more than six months	of Annual Subscription 3/4
Not more than eight months	of Annual Subscription 7/8	More than eight months	of Annual Subscription 100%

Fourteenth: the condition for agreeing to accept Takaful insurance:

Acceptance of this Policy issued by Boubyan Takaful Insurance Company (the Manager of the Contributors Association account) is an explicit consent of the Contributor to participate with others in the Contributors Association, whose formation is regulated by the Articles of Association and the Statutes of the Company and that the net surplus shall be distributed from the Contributors Association account at the end of the fiscal year in accordance with the regulations set by the Company and approved by the Sharia Board.

Fifteenth: The Contributor represents that once the Company pays the compensation amount or the vehicle is repaired, the same shall be considered legal subrogation and transfer of right from the Contributor to the Company without the need for another procedure.

Sixteenth: The courts of the State of Kuwait shall have jurisdiction over any dispute arising or resulting from this Policy.

This Policy is approved by the Sharia Board at its meeting No. 1/2013 dated Safar 28, 1434 AH, corresponding to 10/01/2013 AD.