Long Term Agreement "36 Months"

Renewal Insurance Terms for Policy No. H1V01029241 Period From 01/04/2023 up to 31/03/2026

Ref.No. H.O/DIR/COMP/39/2023

Date: 31/03/2023

Ref.No. H.O/DIR/COMP/39/2023						
Insured	:	LeasePlan Emirates Fleet Management – LeasePlan Emirates LLC and including all its branches within the UAE (LPAE)				
Insured Business	:	Lea	asing	& Rent A Car		
Type of Policy	:	Co	mprel	nensive Cover		
Contract Duration	:	"3"calendar years from 01/04/2023 through 31/03/2026 divided into 3 policy periods of 12-month duration each.				
Policy Periods		Annual policy periods (12-month duration) commencing 01/04/2023.				
Geographical Area	:	 United Arab Emirates & Sultanate of Oman Covered for Own Damage and Third Party Liability. 				
Coverage	:	 For Vehicles Owned by LeasePlan Emirates LLC and including all its branches within the UAE (LPAE) :- Motor Insurance against Loss and Damage and Third-Party Liability (Comprehensive) as per the T&C of the Unified Motor Policy Wording. For GHQ vehicles rented to LPAE :- Motor Insurance against Loss and Damage (Own Damage) as per the T&C of the Unified Motor Policy Wording. 				
Jurisdictions	:	United Arab Emirates (UAE)				
Specification of the insured fleet	:	As declared by LPAE on monthly basis.				
Limits of Liability	:	1)	Owr	n Damage	:	Up to declared value
		2) 3)		Third Party Liability for Bodily Injury and/or death Third Party Liability for Property Damages	:	Unlimited as per U.A.E.Court decision As per requirement: • AED 2,000,000/- • USD 1,000,000/- • USD 3,000,000/- Sum Insured:
		person (AED.200,000/- per person (as per the attached scale)	

Excess	:	As per the agreement		
Repair Condition	:	Agency repair for below vehicles:-		
		 Up to three years for all vehicles with an investment value (the value of the vehicle at the first insurance date as declared by LPAE) of AED 400,000 or above from the month they are added to the insurance list (brand new vehicles). 		
		2. All GHQ vehicles.		
		All fully electric vehicles (EVs) regardless of the age or investment value.		
		 For all remaining vehicles not covered in points 1-3 above, up to two years from the month they are added to the insurance list (brand new vehicles). 		
		Outside agency repair :-		
		 All other vehicles than the above. 		
Oman TPL Cover	:	TPL Covered for Oman by Orange Card that will be issued upon LPAE's request and without additional cost.		
Roadside assistance for UAE and Oman	:	Covered as per attached table.		
Insured value	:	As declared by LPAE on monthly basis.		
Premium Payment	:	As per the agreement		
Insurance Deductible Invoicing and payment	:	As per the agreement		
Damage/Claims process	:	 Own damage claims less than AED 5,000 – approval within the same day as the claim documentation completion when the submission has occurred before 12 pm (noon) and within the next working day when the submission has occurred after 12 pm (noon). 		
		 Own damage claims above AED 5,000/Total loss – approval no later than the following working day after the claim documentation completion when the submission has occurred before 12 pm (noon) and within the next working day when the submission has occurred after 12 pm (noon). 		
		 Recovery claims less than AED 5,000 - approval within the same day as the claim documentation completion 		

	 when the submission has occurred before 12 pm (noon) and within the next working day when the submission has occurred after 12 pm (noon). 4. Recovery claims above AED 5,000/Total loss – approval no later than 3 working days after the claim documentation completion when the submission has occurred before 12 pm (noon) and within the next working day when the submission has occurred after 12 pm (noon). 	
Settlement Process for Theft Cases	: As per attached SLA and process in annexure 1.	
Claims reporting	 Comprehensive report of claims will be provided by the insurance company on a monthly basis by the 10th of the following month including all claims filed through the end of the preceding month. The detailed list will incorporate LPAE's vehicle identifier ("object number"). 	
Premium Rate	: As per the agreement	
Minimum Premium	: As per the agreement	
Personal Accidents	Above rates & minimum premiums are include PAB cover and	
(For drivers and passengers)	as per attached scale of compensation.	
Commercial Plate	As per the agreement	
Insurance certificate Process	 E-Shuttle: Access will be provided to LPAE employee for issuance of insurance certificates within LPAE offices. Insurance desk at ADNIC : Available in Head Office and process as follows :- New vehicle insurance registration – approximately 150-200 new registrations per month:- Daily registration of up to and including 10 vehicles - Insurance registration for the new vehicles to be processed by the insurance provider based on an excel file to be provided by LPAE in an agreed template format. For daily registrations of up to 10 vehicles submitted before noon (12 pm) processing to be completed within the same working day and if submitted after noon (12 pm) processing to be completed on the following working day. Daily registration of more than 10 vehicles - Insurance registration for the new vehicles to be processed by the insurance not processed by the insurance provided on the following working day. 	

		by LPAE in an agreed template format. For daily registrations of more than 10 vehicles submitted before noon (12 pm) processing to be completed within the following working day and if submitted after noon (12 pm) processing to be completed within the following two working days.	
		 Insurance renewal – approximately 400-500 renewals per month:- 	
		a. Daily renewal of up to and including 10 vehicles - Insurance renewal to be processed by the insurance provider based on an excel file to be provided by LPAE in an agreed template format. For daily renewals of up to 10 vehicles submitted before noon (12 pm) processing to be completed within the same day and if submitted after noon (12 pm) processing to be completed on the following working day.	
		b. Daily renewal of more than 10 vehicles - Insurance renewal to be processed by the insurance provider based on an excel file to be provided by LPAE in an agreed template format. For daily renewals of more than 10 vehicles submitted before noon (12 pm) processing to be completed within the following working day and if submitted after noon (12 pm) processing to be completed on the following two working days.	
Cover Extension	:	 Loss or damage to the insured vehicles whilst the driver (i) has expired driving license or (ii) is under the influence of Alcohol or Drugs (iii) causes any other Exclusion of this policy to be applicable is paid to LPAE and claimed from the driver or LPAE's client directly on LPAE's behalf. 	
		Loss or damage to the insured vehicles resulting directly or indirectly from Violation of traffic Laws.	
		3. Loss or damage arising out of Storm, flood, Earthquake, Hurricane, Volcanic and other convulsion or nature.	
		 Off-Road covered for professional use i.e. Driving outside the Public Road for professional use (on sites for work purpose), excluding racing & Jumping on sand dunes. 	
		 Loss of personal effect: Cover includes loss of damage to personal effects up to AED 2,500/- excluding money, stamps, tickets or items carried in open or convertible vehicles unless contained in locked boot or glove compartment. 	
		 Depreciation Clause for total loss claims shall not apply, the monthly depreciated value determined by LPAE will be considered for settlement in case of total loss. 	
		7. The insurance cover under the fleet Motor Insurance Policy valid up to the expiry date of the policy.	

		 The insurance certificate will be issued for 13 months for used vehicles & 25 month for brand new vehicles from the request date for registration purposes only. 24/7 hours road side assistance is included for all insured vehicles and within the scope of cover in attached table. TPL covered for Oman by Orange Card that will be issued at LPAE's request. One deductible - Damage to Insured's Owned Vehicles: Insurer agree that in the event of more than one Insured vehicle insured under the own damage cover provided by this policy/agreement being involved in the same accident, the Insurer will only apply one own damage deductible on the at fault party/vehicle. 	
		 Stickers and branding are covered subject to values to be declared and charge the relevant premium prior the cover is started. 	
LPAE Approved Garages (subject to change at the sole discretion of LPAE)	:	 Aarya Auto Repair LLC – Abu Dhabi and Dubai branches. Al Afghani Modern Car Repairing – Western Region branch. Al Tharaa Auto Mechanical Workshop LLC – Sharjah branch. Alsa Automotive Engineering LLC – Abu Dhabi branch. Carriage Auto Repair LLC – Dubai branch. Liwa Automobile Services LLC – Dubai branch. Motopro Auto Services LLC – Abu Dhabi branch. Zodiac Auto Care Services LLC – Dubai branch. 	
Penalty clause	:	As per attached SLA.	
Service Level Agreement "SLA"	:	Attached service level agreement (SLA) agreed between the insured and insurer defining the types and standards of services and penalties.	
VALUE ADDED TAX "VAT" CLAUSE	:	 It is hereby declared and agreed that the insurance premium and any other amounts due to the Insurer in relation to this insurance policy are subject to the Value Added Tax (VAT) pursuant to the applicable laws and regulations, and that the tax invoice to be issued by the Insurer to the Insured in relation to the insurance premium and any other amounts due to the Insurer shall mention the VAT amount and its percentage. The Insured undertakes to pay the due VAT in accordance with the applicable laws and regulations and to indemnify the Insurer for any damages or penalties imposed as a result of any delay or failure to pay any VAT amounts on the due dates. The Insured acknowledges that failure to pay the VAT amount or any part thereof on the due date is considered 	

		as failure to pay the insurance premium and entitles the Insurer to terminate this insurance policy.
Notice of Cancellation	:	Agreement may be terminated for renewal of 2 nd or 3 rd years by either Party by providing a prior written notice of thirty (30) calendar days to the other Party.
Allowed Replacement and/or Addition of New Vehicles	•	Allowed replacement and/or addition of new vehicles within a maximum limit of 30% during period of any of the annual policies and in the event that this limit is exceeding 30 %, then insurer has the right to re-review the pricing based on the performance, and notify the insured to agree on the revised pricing "If any" to be applied and reflected on the policy.

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For/ Abu Dhabi National Insurance Co.

Personal Accident Endorsement attached to Policy No. POLICY_NUM Dated BEGIN_DATE

Under this Endorsement, ADNIC undertakes to insure the Personal Accident for the Insured and the Driver of the Vehicle and the passengers employed by the insured if they are injured during and as result of work. A person is considered a passenger if he/she is inside, getting in or out of the Vehicle.

Notwithstanding the provisions of Clause (1-A) of Chapter Two "Obligation of the Insurance Company" of the Third Party Liability Insurance Policy and following the payment of an additional insurance premium, it is hereby understood and agreed that the insurance provided under the above-mentioned Policy has been extended to include the above-mentioned persons, and the Company undertakes to pay compensation in accordance with the Scale provided below for death or bodily injury as hereinafter defined sustained by the above-mentioned persons 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:

	SCALE OF COMPENSATION	SUM INSURED
1	Death	Dh. 200,000/-
2	Total and irrecoverable loss of all sight in both eyes	Dh. 200,000/-
3	Total loss by physical severance at or above the wrist or ankle of both feet or of one hand together with one foot	Dh. 200,000/-
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 all sight in one eye	Dh. 200,000/-
5	Total and irrecoverable loss of all sight in one eye	Dh. 100,000/-
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	Dh. 100,000/-
7	Permanent Partial Disablement – Not mentioned in the table herein above	As per the percentage of disability decided by the Medical Official Committee multiplied by the Dhs. 200,000/-

PROVIDED ALWAYS THAT:

- a) Compensation shall be payable under only one of the above Items (1) to (7) in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of Dh.200,000/- during any one period of insurance for any one person.
- b) No compensation shall be payable in respect of death or bodily injury for passengers in excess of the authorized seating capacity of the insured Vehicle.
- c) No compensation shall be payable by virtue of this Endorsement unless the approval of the Insured and the injured person, their legal heirs, or their legal representatives has been obtained.

Exclusions

No compensation shall be payable in respect of death or bodily injury directly or indirectly, wholly or in part, arising or resulting from or traceable to:

- a) Intentional self-injury, suicide, attempted suicide, physical defect, infirmity or mental impairment.
- b) The driver is under the influence of narcotics or alcohol that undermines the driver's ability to control the Vehicle or medical drugs for which driving is medically prohibited.
- c) If it is proven that the Vehicle was in a speed race or test.
- d) The driver intentionally involves oneself in unnecessary risks.
- e) If the driver is not authorised to drive the Vehicle at the time of the accident or he/she was driving without the permission of the owner such as when the Vehicle is stolen or robbed.

Subject otherwise to all terms and conditions of the above-mentioned Policy, including the exclusions stated in Chapter Four of the Policy.

Insured

For / ABU DHABI NATIONAL INSURANCE C

Emergency Roadside Assistance Services			
ماعدة على الطريق في حالة الطواريَ	المس		
Mechanical Breakdown Towing	Yes		
القطر بسبب عطل ميكانيكي	نعم		
Free Accident Towing Service	Yes		
القطر المجاني في حالة وقوع حوادث	نعم		
Battery Boost Service	Yes		
شحن البطارية	نعم		
Lock Out Services	Yes		
خدمة المساعدة في حالة نسيان المفاتيح في المركبة	نعم		
Flat Tyre Service	Yes		
تغير إطار مثقوب	نعم		
Fuel Delivery Service	Yes		
توصيل الوقود	نعم		
Off- Road Assistance	2 Times a Year		
المساعدة خارج الطريق العام	نعم (مرتين خلال السنة)		
	UAE & Oman(first 100 kms free in		
Geographical Coverage	Oman,AED 2.50/KM for additional		
	Kms		
التغطية الجغرافية	الإمارات و عُمان (أول 100 كم مجاناً داخل عمّان 2.5 در هم لكل كم إضافي		

a. Mechanical Breakdown Towing

If there is a breakdown, the service provider will tow the vehicle to the nearest garage within the same city. This does not include pullout services from the sand or off- road areas.

The service is provided in case of a mechanical issue that causes inability to drive the vehicle and/or causes for additional mechanical issues while driving

b. Free Accident Towing Service

The towing service will be provided to all kind of accident vehicles provided it can be towed.

c. Battery Boost Service:

Where the vehicle's battery is dead for whatever reason, the service provider will jump-start the vehicle to enable the Members to carry on with their journey (no new battery and lor replacement of battery provided by the service provider), or the service provider will tow the vehicle to the dealer's garage or a nearest garage within UAE borders.

d. Lock Out Services:

If keys are locked inside the vehicle, the service provider will make attempts to gain access to key to enable the Members to carry on with their journey.

e. Flat Tyre Service:

the service provider will change the flat tire with a spare tire. If no spare tire is available, the service provider will tow the vehicle to the dealer's garage or a nearest garage within UAE borders.

f. Fuel Delivery Service:

The service provider will deliver fuel direct to the Members should they run out of fuel. The Members only have to pay the cost of the fuel.

a. Off- Road Assistance:

Off road recovery will be provided to members. Off-road recovery is only provided if a break down happens, accident happens or vehicle gets stuck during the normal course of driving. If vehicle cannot be driven due to an accident or mechanical breakdown, the service provider will tow the vehicle to the nearest garage. The time required to reach the customer for off-road recovery depends on the location and accessibility to the location of the vehicle. Vehicles participating in any desert event or rally are excluded. The service provider will provide the off road services during the daylight only and it can usually between 6 am to 6 pm depending on the day light.