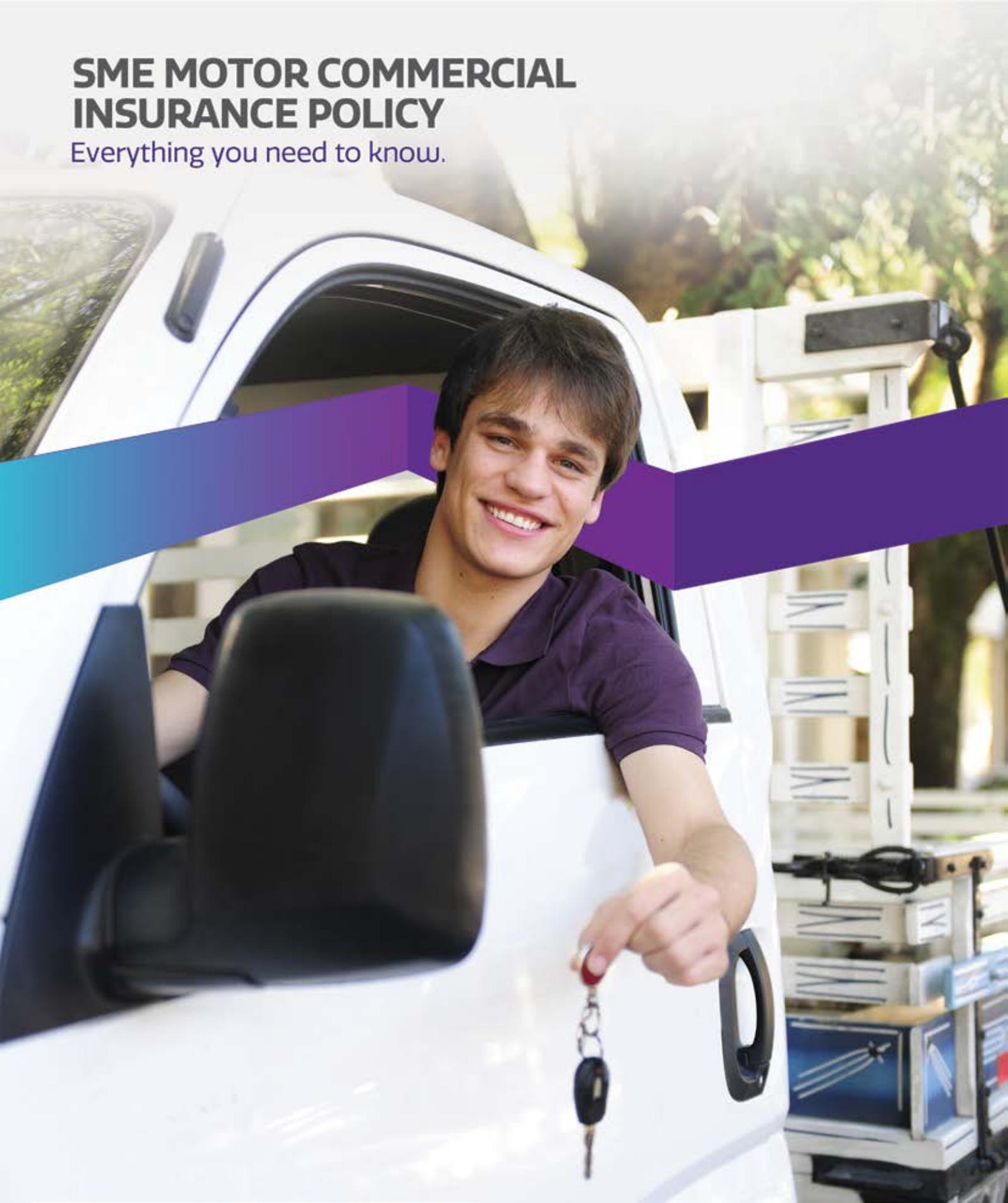


SME MOTOR COMMERCIAL INSURANCE POLICY

Everything you need to know.





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SME MOTOR COMMERCIAL INSURANCE POLICY

WELCOME TO RSA

Dear Policyholder,

Thank you for choosing us to take care of your insurance. You are now insured with one of the world's leading insurance groups that write business in 130 countries and serve over 20 million customers worldwide.

This booklet is designed to help you check your cover and to reassure you that RSA will give you all the protection you need for the year ahead. We take pride in the claims service we offer to our customers. It also contains information about our helpline and how to make a claim.

Please take a moment to read your policy wording, which gives you the details of what this policy does and does not cover. If you would like to change your level of cover or have any other queries, contact your appointed insurance agent or broker.

We would like to welcome you to RSA and wish you a safe and hassle-free year.

The Customer Service Team
RSA UAE

SME MOTOR COMMERCIAL INSURANCE POLICY

SME MOTOR COMMERCIAL INSURANCE POLICY

This is your RSA SME Motor Commercial Insurance Policy. It describes the contract between you and us. In return for the premium, we will cover you during the period of insurance under the terms set out in this policy.

The policy booklet, policy schedule and annexure of insured vehicles are all part of your policy.

Please read this policy carefully together with your policy schedule to ensure that you understand the terms and conditions and that the insurance covers you require for your fleet of vehicles, are being provided.

Do keep these documents in a safe place as they are legal documents. If you have any questions after reading these documents, please contact your RSA insurance adviser or insurance broker.

The policy cover can be tailored to meet your requirements. Types of covers under this policy are broadly categorised for your understanding and choice as below.

Section 1 – Loss or Damage to Motor Vehicle

Section 2 – Liability to Third Party

Section 3 – Medical and Personal Accident

RSA has provided extended coverage in some of the sections. Please refer to the additional covers under each of the sections, for the same.

Important Notice

1. The insurance cover under this policy is given on the basis of information submitted to us. Please read this document carefully. If it contains any information that is incorrect, please notify us immediately, otherwise you may receive no benefit in the event of a valid claim. If the information, which you subsequently provide us, differs materially from the information set out in the form, we may offer cover on different terms.
2. Please be reminded that you must fully and faithfully declare to us the facts as you know or ought to know, otherwise you may receive no benefit from the policy.

GENERAL DEFINITIONS

CERTIFICATE OF MOTOR INSURANCE: Proof of insurance for your vehicle as required by UAE Road Traffic Laws

EMPLOYEE: Any person under a contract of service or apprenticeship with you or is supplied to, hired or borrowed by you while engaged in the course of the business and for whom you are legally responsible.

EXCESS: The amounts shown in your schedule to be borne by you in the event of a claim.

GEOGRAPHICAL LIMITS: The geographical area where coverage is applicable and specified in the schedule.

INSURED VEHICLE:

- The vehicle whose details have been reported to and accepted by us.
- The vehicle whose chassis or engine number is shown in your certificate of motor insurance and your schedule.

LICENSED DRIVER: The insured or any person driving, provided that the person holds a license for the vehicle in accordance with the traffic laws and is not disqualified from holding or obtaining such a license.

PERIOD OF INSURANCE: The period of time covered by this policy, as shown in the schedule, and any further period that we agree to insure you.

PRIORITY REPAIRS: RSA's certified premium network for repair facilities.

SCHEDULE: Details of the insured, insured vehicle, premium and the insurance coverage provided under the policy. The schedule is a part of and must be read along with the policy.

WE/OUR/US: Means Royal & Sun Alliance Middle East Limited B.S.C (c).

YOU/YOUR: Means the person(s), companies or firms named as the insured in the schedule.

SME MOTOR COMMERCIAL INSURANCE POLICY

MAKING A CLAIM

If you have been involved in an accident which may become the subject of a claim under the policy, please follow these steps immediately:

Step 1: Obtain the police report of the incident

Step 2: Contact RSA (Sunday to Thursday 8am – 5pm)

Dubai
Toll Free: 800 774 Fax 04 3348851
Email: claims@ae.rsagroup.com

Abu Dhabi
Tel: 02 6351800 Fax 02 6351808
Email: rsaad@ae.rsagroup.com

On recording details of the incident, we will be able to advise you if the reported incident falls within coverage.

The following documents will also be required to process your claim:

- a) Driving License
- b) Registration Card
- c) Insurance Certificate
- d) Police Accident Report (Original Required)

Step 3:

We will arrange for the vehicle to be towed or it could be driven by you to one of our approved repairers. The damaged car will then be examined by one of our motor engineers to agree the repair cost with the garage.

The inspection should happen within two working days of the vehicle being delivered to the garage.

You can either fax copies of these documents to the Dubai or Abu Dhabi office or deliver to our dedicated Motor Claims Service Center at the following address: Ground Floor, Office Court Building, Oud Metha Road, Rashid Hospital Intersection, Dubai, UAE.

SECTION 1: LOSS OR DAMAGE TO MOTOR VEHICLE

WHAT WE COVER

1. The company undertakes to indemnify the insured for loss of or damage to the insured vehicle its accessories and spare parts whilst thereon:
 - (a) By accident or overturning consequent upon accidental collision or mechanical breakdown or consequent upon wear and tear.
 - (b) By fire, external explosion, self-ignition, lightning or thunderbolt.
 - (c) By burglary or theft
 - (d) By malicious act of any third party
 - (e) Whilst in transit (including the process of loading and unloading incidental to such transit) by road, rail, inland waterway, lift or elevator; relating to the said transportation.
2. The company shall pay in cash the amount of loss or damage to the insured or shall repair reinstate or replace the motor vehicle or any part thereof including its accessories or spare parts and the liability of the company shall not exceed the replacement value of the parts lost or damaged and the reasonable cost of fitting of fixing such parts, unless the insured requests the company to pay him the amount in cash, in this case, the company shall respond to the insured's request.
3. The insured has the right to repair the damage due to an accident covered under the policy provided the total cost of such repair does not exceed the authorised repair limit mentioned in the schedule attached to this policy, and the Insured should forward to the company without delay a detailed estimate of the cost.
4. If the insured vehicle sustains loss or damage and is considered a total loss whereas the cost of repair exceeds 50% of its value before the accident. The vehicle's insured value agreed by the insured and the insurer at the time of insurance and stated in the schedule of this policy will be the basis of calculation for loss or damage under section one.

SME MOTOR COMMERCIAL INSURANCE POLICY

5. The vehicle's insured value agreed by the insured and the insurer at the time of insurance and stated in the schedule of the policy will be the basis of calculation for loss or damage under section one, after deducting depreciation not exceeding 20% annually of the motor vehicle's value stated in the schedule attached to this policy for the first year of registration, taking into account a proportional part of the year.

As from the second year of registration depreciation not exceeding 20% annually of the motor vehicle's value stated in the schedule of policy should be deducted subject to the following proportion.

- 5% from the beginning of the first month up to the end of the 3rd month.
- 10% from the beginning of the 4th month up to the end of the 6th month.
- 15% from the beginning of the 7th month up to the end of the 9th month.
- 20% from the beginning of the 10th month up to the expiry of the 12th month.

6. If the motor vehicle is immobilised by reason of loss or damage insured under this policy the company will bear the reasonable cost of protection and removal to the nearest repairers and delivery to the garage within the country where the loss or damage was sustained.

ADDITIONAL COVERS

JOURNEY COMPLETION COSTS

If loss occurs at a place more than 100 kilometers from where your vehicle is normally garaged, following an accident, we will cover the reasonable costs incurred to:

- (a) Hire another vehicle of similar make and model to complete the journey
- (b) Return your vehicle to the premises where it is normally garaged
- (c) or to return your driver to where the journey first commenced by public transport or taxi

This cover is subject to a maximum limit of AED 3,000 during any one policy period.

PERSONAL PROPERTY

We will pay for loss or damage to personal property belonging to you or your employees that is carried in the insured vehicle, arising out of an accident, fire, theft or attempted theft following a forcible and violent entry or exit and if evidenced in the police report.

This cover is subject to a maximum limit of AED 3,000 during any one policy period.

Under this additional cover, we will not pay for:

- (a) Loss or damage to money, jewellery, stamps, tickets, documents, securities or goods or samples carried in connection with any trade or business
- (b) Theft of any property carried in an open or convertible vehicle unless in a locked boot or locked glove compartment
- (c) Loss and or damage to personal property including laptops or other mobile equipment's or valuables, if left unattended or out in the open

HIRING COSTS FOLLOWING THEFT / LOSS OF USE (FOR PRIVATE CARS ONLY): OPTIONAL COVER SUBJECT TO ADDITIONAL PREMIUM

We will provide a hire car for a maximum period of seven days or until your car is fully repaired (whichever is earlier) following an accident to your vehicle covered under the policy, subject to appropriate alternate cars being available with our provider at that point in time. Alternately, the company may exercise its discretion to offer a cash allowance subject to a maximum amount of AED 600 in situations where either the alternate vehicle is not available with our provider or for any other compelling reasons the company may decide to do so.

If the insured vehicle is stolen, or if the damage is extensive and we decide not to repair it considering the vehicle as a total loss, we will provide a hire car for up to seven days or until we make an offer to settle your claim, whichever is earliest. We will only do this if we accept your claim.

Hire cars are standard saloon vehicles up to four years old with an engine size of between 1.3 and 2 litres and you can use them in the UAE only. Use of the hire car must commence within the first 48 hours after your car is disabled following an incident covered by the policy. The hire car service provider will deliver and collect the hire car to and from a pre agreed location. Please note however, in order for our provider to arrange alternate cars, they will require the following documentation from your end:

- (a) valid driving licence
- (b) credit card authorisation as a security deposit against costs related to fuel, salik, parking charges or any other fines.

SME MOTOR COMMERCIAL INSURANCE POLICY

WHAT WE DO NOT COVER

Under this additional cover, we will not pay for

- (a) Any costs related to fuel, Salik, parking charges or any other fines.
- (b) Any further hire car charges after the specified periods of free hire as mentioned above.
- (c) Any deductibles applied under the hire car terms and conditions, should there be an accident while driving a hire car.

Any other specific UAE restriction to vehicle rental will apply.

NEW VEHICLE REPLACEMENT

If your vehicle is declared as 'total loss' following an accident covered under this policy and occurring within 6 months of its first registration, we will pay either:

- (a) A new replacement of the same model of the insured vehicle, or
 - (b) The value of the vehicle when it was purchased or
 - (c) The insured value
- whichever is the lowest, subject to insured value of the vehicle not exceeding AED 150,000 at the time of the accident.

TRAILERS

We will pay for theft, or accidental loss or damage to small trailers with a gross vehicle weight of less than 2,000 kgs (other than caravans, trailer tents, vehicle transporters, boats and large trailers) which is owned by you while it is:

- attached to your vehicle or,
- detached from your vehicle but within your business premises.

Loss or damage to any property in or on the trailer is not covered under the policy.

The maximum amount we will pay is the market value of the trailer, limited to AED 5,000 during any one policy period.

Trailers valued more than AED 5,000 are not covered unless specifically declared and covered under the policy.

BRAND WRITING

We will pay for loss or damage to sign writing or fixed advertising signs or materials forming a permanent part of the insured vehicle at the time of loss or damage.

This cover is subject to a maximum replacement cost of AED 2,500 during any one policy period.

WINDSCREEN, SUNROOF OR WINDOW BREAKAGE

If the windscreen, glass sunroof or windows of your vehicle are accidentally damaged, 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.

We will waive the excess for claims upto a maximum of AED 2,500 per incident during any one policy period, if the only claim you are making relates to this section.

KEYS, IGNITIONS AND LOCKS

If the keys to your vehicle are lost or damaged or there is reasonable ground to believe your keys may have been illegally duplicated, we will pay the cost of replacing your vehicle keys and/or locks.

All claims under this section should be supported with a police report.

This cover is subject to a maximum limit of AED 2,500 during any one policy period.

OFF ROAD COVER

We will cover loss or damage to your vehicle whilst being driven or breaks down off road.

Provided that:

- Your car has four wheel drive capability.
- You are not participating in a competitive event or race of any kind.
- You are within a distance limit of a maximum of one kilometer off regular roads

- This cover is applicable for private cars only
- Off road cover does not apply if you are carrying passengers as part of a business.
- Police report required for this specific claim
- Within UAE only

GCC COVER (FOR PRIVATE CARS ONLY)

The territorial limit of this policy is extended to include all GCC countries, namely, Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and UAE.

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However, this extension is not applicable to Section 2, as this cover must be purchased separately at the border. Following any incident which may result in a claim, traffic police report should be obtained from the respective country authorities.

NATURAL PERILS, RIOT, STRIKE & CIVIL COMMOTION

We will indemnify you for loss or damage to your vehicle caused by

- (a) Flood, storm, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake, or other convulsions of nature.
- (b) Riot strike & civil commotion, which does not assume the proportions of, or amount to a popular uprising:

The words 'strike, riot, civil commotion' shall not apply to any accident, loss, damage or liability directly caused by:

1. The act of any persons taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
2. The willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any act. 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.

AGENCY REPAIRS

In the event of any accidental loss or damage to your vehicle occurring within two years for private vehicles and one year for commercial vehicles, from the date of first registration as new, this policy is extended to cover repairs at the manufacturer's authorised agent located within the country of registration.

AUDIO-VISUAL COMMUNICATION, GUIDANCE EQUIPMENT OR ADDITIONAL FITTINGS

We will pay for the loss or damage of any permanently fitted audio-visual communication, guidance equipment, tools and spare parts that you have purchased as additional fittings, arising out of an accident covered under this policy. This cover is subject to a maximum limit of AED 3,000 per vehicle during any one policy period.

AUTHORISED REPAIR LIMIT

This cover is subject to a maximum limit of AED 1,000 authorised repair limit as per clause 3 of section one per claim.

In order to process your claim, please submit the police report along with the repair invoice and photograph(s) of the damages to the vehicle.

RETRIEVAL COSTS OF TOWING

We will pay the reasonable cost of removal or retrieval of your vehicle (excluding debris or load), following an accident or breakdown to the nearest repairer or place of safety and to any other location approved by us.

This cover is subject to a maximum limit of AED 1,000 for any one occurrence and AED 3,000 in the aggregate during any one policy period. Please provide receipt(s) in order to claim under this benefit.

WHAT WE DO NOT COVER – SECTION 1: SPECIFIC EXCUSIONS

The company shall not be liable to pay any compensation in respect of

1. Consequential loss affecting the insured or decrease in the vehicle's value through usage, impairment or failure or break down of mechanical or electrical equipment.
2. Damage resulting from overloading or carriage at any one time of a greater number of passengers than the number for which the vehicle is licensed by the concerned authorities, provided that the over-loading or excess passengers were the cause of the accident which resulted in the loss or damage to the motor vehicle.
3. Damage to tyres, unless it occurs at the same time as the damage to the insured vehicle
4. Loss and damage caused to the insured vehicle as a result of the following
 - (a) Use for purpose otherwise than in accordance with the limitations of use.
 - (b) Violation of the law if it involves a criminal act or similar willful act.
5. Damage resulting to the motor vehicle from accidents which occur while it is being driven by an unlicensed person.
6. Loss or damage resulting to motor vehicle or any part of it from accidents which occur while it is being driven by a person under the influence of drugs or alcohol.

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SECTION 2: LIABILITY TO THIRD PARTIES

WHAT WE COVER

1. The company shall be liable to compensate the insured in the event of accident caused by or arising out of the use of the motor vehicle subject to the limits specified in this Policy, against all sums which the insured shall become legally liable to pay as compensation for:
 - (a) Death of or bodily injury to any person including the passengers in the vehicles except the insured or the driver at the time of the accident and their families—spouse, parents and children and the employees of the insured if they are injured during work hours or as a result of their work: and they are to be considered as passengers whether inside the vehicle or mounting or dismounting from it.
 - (b) Damages for materials and property, except those owned by the insured or the driver at the time of the accident or property held in trust or in their custody or control.
2. The insurance mentioned in this section is extended, in accordance with the provisions and conditions herein, to cover the liability of each licensed driver while driving the insured vehicle provided that he fulfills and complies with the terms and conditions of this policy and obeys it as if he was the insured himself.
3. Subject to the limits specified in the attached schedule to this policy, the company shall be liable to pay court orders or judgments in whatever amount is awarded to the plaintiff including judicial expenses and charges (except penalties and / or fines); the company shall pay compensation to the rightful claimant.
4. In the event of death of any person entitled to indemnity under this section the company will in respect of the liability towards such person indemnify his heirs in accordance with the terms, conditions and exceptions of this policy, provided that such heirs shall as though they were the insured observe, fulfill and be subject to the terms of this policy in so far as this is applicable.
5. In the event of any accident involving indemnity under this section to more than one person the limits of liability specified in the attached schedule to this policy shall apply to the aggregate amount of indemnity due to all persons.

6. The company will pay all costs and expenses incurred with its prior consent.
7. The company may arrange for representation of the insured at any inquest of inquiry in respect of any accident which may be the subject of indemnity under this policy, and undertakes to defend the insured in any court of law in respect of any event which may be the subject of indemnity under this policy.

ADDITIONAL COVERS

LIABILITY TO PASSENGERS

Cover under Section 2 (Third Party Liability) is extended to include liability caused by or arising from death of or bodily injury to any person including the passengers as per the authorised seating capacity in the vehicle except the insured or the driver at the time of the accident and the employees of the insured if they are injured during work hours or as a result of their work; and they are to be considered as passengers whilst travelling in or getting into or out of the insured vehicle.

LOADING AND UNLOADING

Cover under Section 2 (Third Party Liability) is extended to include liability caused by or arising from bodily injury to any person or accidental damage to third party property other than property under care, custody and control caused by goods falling from your insured vehicle, including while being loaded or unloaded, as per the limit of indemnity specified in the policy schedule.

CLEAN UP COSTS

We will pay costs and charges that are necessarily incurred to clean up or remove debris resulting from goods falling or leaking from your vehicle, as per the limit of indemnity for third party property damage specified in the policy schedule.

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GENERAL EXCLUSIONS: APPLICABLE TO SECTION 1 AND 2

1. This policy does not cover loss or damage or third party liability arising from accidents involving the insured vehicle in the following cases:

- (a) Accidents which take place outside the geographical area specified in this policy.
- (b) Accidents which happen directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with a flood, storm, hurricane, volcanic eruption, earthquake or other convulsion of nature, invasion, act of foreign enemies, hostilities or warlike operations, whether war be declared or not, civil war, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or ionising radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel direct with any of the afore mentioned causes.
- (c) Accidents involving the insured or any driver of a vehicle whilst driving the vehicle outside the public road as per the definition of road as every passage opens to public traffic unless otherwise agreed in the insurance policy.

2. This insurance does not cover any liability due to an agreement made by the insured where no liability would arise but for that agreement.

SECTION 3: MEDICAL AND PERSONAL ACCIDENT

WHAT WE COVER

EMERGENCY MEDICAL EXPENSES

If any occupant of the insured vehicle is injured as a direct result of the vehicle 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 limited to authorized seating capacity of the insured vehicle.

This cover is subject to a maximum limit of AED 3,000 per person per claim during any one policy period. In order to process the claim, please submit proof of injury related to the accident and the associated medical expense receipts.

PERSONAL ACCIDENT BENEFIT TO AUTHORISED DRIVER

We undertake to pay compensation as per the scale provided below for death or bodily injury sustained by the authorized driver whilst getting in or alighting from or travelling 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:

TABLE OF BENEFITS

1. Death	AED 200,000
2. Total irrecoverable loss of sight in both eyes	AED 200,000
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	AED 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 sight in one eye	AED 200,000
5. Total and irrecoverable loss of sight in one eye	AED 100,000
6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot	AED 100,000

SME MOTOR COMMERCIAL INSURANCE POLICY

PERSONAL ACCIDENT BENEFIT TO PASSENGERS (AS PER SEATING CAPACITY): OPTIONAL COVER SUBJECT TO ADDITIONAL PREMIUM

We undertake to pay compensation as per the scale provided above for death or bodily injury sustained by the passengers whilst getting in or alighting from or travelling 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: (Table of Benefits as above).

PERSONAL ACCIDENT BENEFIT CONDITIONS

- (a) 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 our total liability shall not in the aggregate exceed the sum of AED 200,000 during any one period of insurance per person.
- (b) We are not liable to pay any compensation for death or physical injury which occurs either directly or indirectly, totally or partially as a result of the following reasons:
1. To harm oneself intentionally or by committing suicide or by attempting suicide or physical defect or mental weakness.
 2. As a consequence of person demanding compensation himself from addiction to drugs or liquor.
- (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 should not exceed (as per seating capacity) persons including the driver at time of accident.
- (e) The compensation will be payable only to the persons between 18 to 65 years of age at the time of the injury.

Subject otherwise to the terms, exceptions and conditions of the policy.

GENERAL CONDITIONS

1. The policy and the schedule shall be considered as one contract and any word or expression to which a specific meaning has been attached in any part of this policy and schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this policy shall be delivered to the company in writing.
3. The insured shall take all reasonable steps to safeguard the insured vehicle from loss or damage and to maintain the insured vehicle in a roadworthy condition. The company shall have at all times the right of free and full access to examine such vehicle or any part thereof. In the event of any accident or breakdown such vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if such vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to such vehicle shall be excluded from the scope of indemnity granted by this policy.
4. The insured shall remain throughout the validity of this policy the sole and absolute owner of the vehicle and shall not make any agreement to let out upon hire the insured vehicle or enter into any agreement restricting his absolute control and possession of the insured vehicle without the written permission of the company having first been obtained.
5. In the event of any occurrence which may give rise to a claim under this policy, the Insured shall give immediate notice to the company, with all relevant information. Every letter, claim, writ, summons and process shall be notified or forwarded to the company immediately on receipt. Notice shall also be given to the company immediately the insured has knowledge of any impending prosecution or investigation into a fatal accident 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 cooperate with the company in securing the conviction of the offender.
6. No admission offer, promise or payment shall be made by or on behalf of the insured without the written consent of the company which shall be

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entitled, if it so desires, to take over and conduct in the name of the insured the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity to damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the insured shall give such information and assistance as the company may require.

7. At any time after the happening of any event giving rise to a claim or series of claims under clause 1(b) of cover two of this policy, the company may pay to the insured the full amount of the company's liability under the above mentioned clause and relinquish the conduct of any defense, settlement or proceedings and the company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the company in connection with such defense, settlement or proceedings, or of the company relinquishing such conduct. Also, the company shall not be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the company shall have relinquished such conduct.

8. (a) The company may cancel cover one of the policy conditional to a serious reason by sending thirty days notice by registered letter to the insured at his last known address and to keep The Ministry of Economy informed of the reason for cancellation. In such an event the company will return the premium paid less the pro-rata portion thereof for the period the policy has been in force or the insured may cancel section one with seven days written notice by registered letter and provided no claim has arisen during the current period of insurance, the insured shall be entitled to a return of premium at the company short period rates.

(b) Neither the company nor the insured has the right to cancel cover two of this policy during its period of validity as long as the vehicle's license is valid. In case the policy is cancelled before its expiry date because of cancellation of the vehicle's permit, or presentation of a new policy due to change in details of the vehicle or transfer of its ownership, the insurance company will refund to the insured the paid premiums less the short period premium due, provided no other claim has arisen during the validity of the policy. The company shall pay to the insured, in all cases of cancellation, the balance premium due prior to expiry of notice period.

The company shall pay to the insured, in all cases of cancellation, the refund premium due prior to the expiry of the termination period.

9. If at the time when any claim arises under this policy there be any other insurance covering the same loss, damage or liability, the company shall not be liable to pay or contribute more than its rateable proportion of any such loss or damage or compensation or cost or expenses.

10. The due observance and fulfillment of the terms and conditions of this policy insofar as they relate to anything to be done or not to be done by the insured and the truth of all statements and declarations expressed by the insured in the proposal shall be conditions precedent to any liability of the company to make any payment under the policy.

Furthermore any notice of claim is to be fully in accordance with the requirements of clauses 2 and 5 of the general conditions of this policy.

11. The company may claim back on the insured and/or the driver of the vehicle at the time of accident, the value of what has been paid as compensation by the company in the following cases:

(a) If it is proved that the insurance contract has been made on the basis of false statements by the insured or if he has concealed relevant information which affects the acceptance of this insurance by the company or otherwise affects the premium or the terms of this policy.

(b) Using the vehicle for other purposes than stipulated in the policy or exceeding the permitted number of passengers, overloading more than the permitted limit, or the load not stowed correctly, or exceeding the dimensions of width or length or height permitted.

(c) If the driver disobeys the law involving a criminal act or felony.

(d) If the driver of the vehicle, whether the insured or a person driving with his permission has no driving license for the type of the vehicle involved as per the Traffic and Roads Act and its regulations or an order, been delivered to cancel the license provided to him by the court or the competent authority or as per the traffic regulations.

SME MOTOR COMMERCIAL INSURANCE POLICY

(e) If it is proved that the accident, death or bodily injury has resulted from an intentional act by the insured.

(f) If it is proved to any of the competent authorities or upon the admission of the driver of the vehicle that the accident occurred as a result of the vehicle being driven by the insured or any other person driving with his consent under the influence of drugs and/or alcohol or hallucinating drugs affecting his ability to control the vehicle.

The right of recourse for the company under this general condition as well as the terms and conditions of this policy, will not affect the rights of third parties towards the insured.

12. Nothing in this policy or any endorsement on it will affect the rights of any person entitled to compensation by virtue of this policy, or any other person's right to recover any due amount by virtue of the law.

13. Any claim under this policy shall be time barred if not submitted to the company within three years from the date of accident: even if the insured had knowledge of such accident or event, no claim will be accepted.

14. It is possible that the company and the insured by virtue of additional endorsements attached to this policy and within the limits of its provisions and conditions, agree that the company will cover other damages and injuries which are not mentioned in this policy especially the following:

(a) Insurance against accidents which may occur to the insured or his family and the driver at the time of the accident and persons working for the insured, including the medical expenses due to bodily injury to any one of them.

(b) Insurance against damage of property owned by the insured or the driver at the time of the accident, or whatever is under their custody and control.

15. Any disputes arising out of this policy fall within the jurisdiction of United Arab Emirates Courts.

RISK MANAGEMENT SERVICES

As a leading fleet insurer, RSA understands the importance of getting fleet risk management decisions right the first time – making sure they do not turn into expensive mistakes. Fleet Risk Solutions has been designed to offer a total motor fleet solution. This approach forms part of the added value package you get when you choose RSA. It is a discretionary service and subject to approval of RSA.

Motor fleet risk assessments consider matters such as:

- Vehicle care and suitability
- Driver selection and training and driver fatigue
- Use of communication systems and mobile phones
- Dynamics of the UAE road system, the highway code and emergency procedures

Key benefits of having an effective fleet management system in place are:

- Greater understanding of the business risks by management
- Ensure business continuity and resilience to loss
- Improved insurance terms
- Reductions in tyre and general vehicle wear and tear
- Improved business performance
- Discounts and offers with fleet support service providers



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