

# MOTORCYCLE INSURANCE POLICY BOOKLET

Everything you need to know



Thank you for choosing RSA Insurance. We wish you and your family a safe and pleasurable driving experience.

For over 50 years, We have been helping our customers enjoy their motoring experience in the Middle East. Through this Policy booklet, We hope to share with you - our knowledge, expertise and learnings from insuring over a million happy customers.

This Policy booklet offers you comprehensive information and highlights important aspects such as:

- a) What is covered and not covered under your motorcycle Insurance Policy
- b) Claims procedure
- c) RSA Helpline information

Please take a moment to read this Policy booklet and keep it in a safe place. If you have any questions or if there is anything we could help with, please get in touch with us or your Insurance Partner.

We welcome you to the RSA family and wish you a safe and hassle-free year of motoring.

**RSA UAE TEAM**



## YOUR CONTENTS GUIDE

### Step 1



Start with the Standard Covers as provided in your Schedule.

### Step 2



Next, familiarize yourself with this booklet by understanding:

1. Commonly Used Terms ..... 6
2. FAQs ..... 10
3. Our Covers and Benefits ..... 13
4. How to Report A Claim ..... 14
5. How to Raise A Complaint ..... 16

### Step 3



Here, you will find your main Policy covers:

- Section 1: Loss or Damage to the Insured Vehicle ..... 19
- Section 2: Third Party Liability ..... 37
- Section 3: Enhanced Motor Protection Covers ..... 57

We have categorized our enhanced covers into the following for your ease:

## YOUR CONTENTS GUIDE

### I. Insuring You For Additional Incidents .

- Perils Of Nature, Riot, Strike & Civil Commotion ..... 60
- Fire & Theft Cover ..... 60
- Loss of Personal Items including Helmet and Protective Gears..... 61

### II. Your Vehicle Repairing Options

- Emergency Repairs ..... 64
- Agency Repairs..... 64
- Repairs At Our Authorised Network..... 65
- 24 Hours Accident And Breakdown Recovery ..... 66
- Replacement Of Locks ..... 67

### III. Accident & Emergency

- Personal Injury Cover ..... 70
- Emergency Medical Expenses ..... 71
- Ambulance Cost ..... 71

### IV. Value – Add

- Territory Extended to Oman ..... 74
- No Claims Discount ..... 75



- To simplify the booklet, we have used illustrations and visual references. The contents mentioned on this page are clickable for your ease of navigation.
- To help you understand this Policy with ease, we have clearly bifurcated information on the insurance provided as "what is covered" and "what is not covered".
- In case of an accident or theft, your Policy wording also explains what you should do. It provides useful numbers and procedures to use and follow, for quick reference.



## COMMONLY USED TERMS

The following terms and phrases shall have the meanings indicated besides each of them unless the context provided otherwise:

### Accident:

Any incident that causes harm to a Third Party/ Injured Party as a result of, use explosion, combustion, scattering, drop of things from, movement, spontaneous movement or parking of the Motor Vehicle.

### Ancillary Deductible:

The amount paid by the Insured according to the Policy in addition to the Basic Deductible.

### Agency Repairs:

If Agency Repair cover is included in Your Policy, then You have the option of having Your Vehicle repaired at the manufacturer's authorised dealers. If You do not have this cover, then We shall select one of Our own Approved Garages to undertake the repairs.

### Approved Garages:

In case the Agency Repairs cover is not mentioned in the Policy Schedule the repair to the Insured Vehicle will be done at one of Our Approved motor Garages.

### Basic Deductible:

The amount paid by the Insured according to the Schedule of Deductibles attached to this Policy per accident. We will not charge you any deductible for theft of the Insured Vehicle, fire or windscreen claim.

### Bodily Injury:

Death and/or physical injuries to a Third Party, including permanent disability or temporary total or partial disability.

### Company (Insurer)/ We/Us/Our:

The insurance company that is licensed to operate inside the State according to the laws and regulations in the State and accepts to insure the Motor Vehicle and has issued the Policy.

### Certificate of Motor Insurance:

This document proves that You have motor insurance in compliance with UAE road traffic laws and is duly signed by Our authorised representative.

### Domestic Workers:

Resident domestic servants employed by You, permanently residing in Your home and for who You are legally responsible

### Depreciation Percentage:

The percentage payable by the injured party on the occurrence of an accident, and who requests the replacement of new parts in lieu of the used parts in case of partial loss according to the schedules of depreciation.

### Flood:

An event that occurs within the concept of Natural Disasters.

### Geographical Area (Territorial Limits):

These are

- UAE
- Any other area stated in Your Policy

## COMMONLY USED TERMS

### Household/Family Members:

The person(s) named in the Policy and members of the family permanently residing with him/her, including resident domestic workers employed by the Insured and for who he/she is legally responsible.

### Insured /You/Your/Policyholder:

A natural or corporate person, that has applied for insurance, entered into an insurance contract with the Company and paid or has agreed to pay the premium.

Insurance Period: The period of time of motor vehicle insurance up to the end of the thirteenth month from the commencement of the insurance.

### Injured Third Party:

1. Any natural or corporate person, or their properties, which have suffered an injury or damage as a result of the accident, excluding the Insured, the Motor Vehicle Driver and passengers employed by the Insured if

they are injured during and because of work.

2. The family members of the Insured and the Motor Vehicle Driver (spouse, parents and children) who caused the accident.
3. The driver of a Motor Vehicle allocated for rent, public transportation or a vehicle used to teach driving.

### Insurance Application:

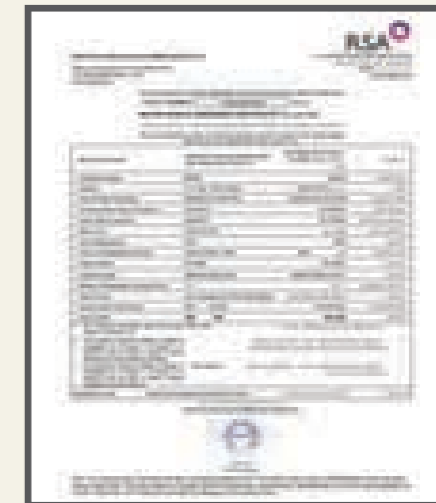
The application that includes the details of the Insured, the details of the Motor Vehicle and the type of required coverage, and is filled in by or with the knowledge of the Insured electronically or in writing to renew it within 30 days from the date of accident.

### In-Car Accessories:

This is:

- A radio, cassette, compact disc player or other audio equipment
- A phone or other communication equipment

### Sample of Certificate of Motor Insurance



- Navigation equipment – A television or other visual entertainment equipment including video cassette recorders, DVD players and games consoles. The equipment must be parts that are originally installed in the vehicle by the vehicle manufacturers and included in the original vehicles value.

## COMMONLY USED TERMS

or order of the Insured, provided that they are licensed to drive according to the Motor Vehicle category pursuant to the Traffic Laws and other laws and regulations, and that the granted license has not been cancelled by a court's order or by virtue of the Traffic Laws and its Executive Regulations. This definition includes the driver whose driving license has expired if they manage to renew it within thirty days from the date of accident.

### **Motor Vehicle:**

A mechanical machine, motor cycle or any other device that works through a mechanical force, and its specifications are described in the Policy.

### **Natural Disaster:**

Any general phenomenon that arises from nature such as floods, tornadoes, hurricanes, volcanos, earthquakes and quakes, and leads to extensive and widespread damage, and in respect of which a decision is issued by the concerned authority in the State.

### **Personal Accidents Endorsement:**

An additional insurance coverage against personal accidents to the Motor Vehicle Driver, the Insured and the passengers excluded from the basic coverage in return for an additional premium.

### **Premium:**

The consideration that is payed or undertaken to be paid by the Insured in return for Insurance Coverage.

### **Policy – Third Party Liability:**

The Unified Motor Vehicle Insurance Policy Against Third Party Liability whereby the Company undertakes to compensate the injured third party, on the occurrence of the damage hereby covered, and any endorsement to it, which governs the relationship between the parties, in return of the premium paid by the Insured.

### **Policy – Loss and Damage:**

The Unified Motor Vehicle Insurance Policy against Loss and Damage and any

rider to it, which governs the relationship between the Insured and the Company, and whereby the Company undertakes to compensate the Insured, on the occurrence of the damage hereby covered, in return of the premium paid by the Insured.

### **Property Damage:**

Damage to a Third Party's property.

### **Rider:**

Any special agreement between the parties in supplement to the basic coverages under this Policy.

### **Road:**

Every road open and available to public without need to get special permission, and every place that is made available for the crossing of motor vehicles, and is made available to the public by a permission or license from a concerned authority or otherwise, for or without consideration according to the definition mentioned in the applicable Traffic Laws.

## COMMONLY USED TERMS

### **Semi-Trailer:**

A trailer without a front axle and is towed in such a way that a large part of its weight and tonnage is carried by the towing vehicle or the mechanical vehicle (locomotive).

### **Schedule:**

The document which describes – You and Your vehicle – Any special details of Your Policy such as Excess or special terms and conditions

### **Spouse:**

A Spouse is a life partner in a marriage, generally termed as husband or wife.

### **Standard Cover:**

These are basic covers prescribed by the UAE Insurance Authority. These covers can be found in Section 1 and 2 of the booklet

### **Trailer:**

A vehicle designed to be pulled behind a Motor Vehicle, truck or towing vehicle, including lightweight trailer (camper trailer), the weight of which does not exceed 750 kg and it so licensed according to the applicable Traffic Laws.

### **Third Party Liability:**

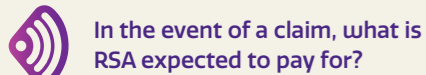
The liability for injuries and damages arising from the use of the Insured Motor Vehicle to a Third Party/ Injured Party.

### **Vehicle Insured Value:**

The amount stated in the Policy which We shall pay in the event of a total loss after deducting depreciation in line with the usual scale.

## FAQs

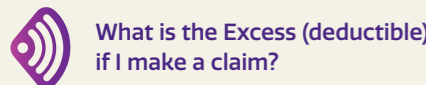
### CLAIMS & RELATED INFORMATION



**In the event of a claim, what is RSA expected to pay for?**

Once Our team of insurance claim experts undertake an analysis of the incident and We agree to cover Your claim, We shall:

- ☆ Repair, reinstate or replace the Insured Vehicle or any part thereof as per the terms of the Policy.
- ☆ Pay for any other benefits that apply to Your Policy
- ☆ Pay for any optional covers You have added to Your Policy
- ☆ Deduct any amounts that apply, for example, Excess or unpaid premium



**What is the Excess (deductible) if I make a claim?**

It is a customer contribution at the time of any claim, which cannot be fully recovered from a Third Party or from Us.



**What is No claims discount (NCD)?**

It is a discount given on the premium You pay, when You provide evidence of no claims from Your previous Insurance Company or You have a claim free record with RSA.



**Which Garages will You use to repair my vehicle?**

If You have selected Agency Repairs coverage then Your vehicle will be repaired at the vehicle's authorised dealership. Otherwise We will select one of Our Approved Garages (authorised dealers). We only use garages that adhere to Our strict quality controls. Garages must have experienced qualified personnel and access to sophisticated repair equipment. For this reason, We are able to offer a 6-month guarantee on mechanical work and 12-month guarantee on body repairs and paint jobs.

### #drivetogether

#wear a correctly fitted and securely fastened approved motorcycle helmet at all times

#Keep both hands on the handlebars & both feet on the foot pegs when the motorcycle is moving.

#Place yourself on the road where you can see and be seen. Ride in the left-hand wheel track of the road, where you can be seen in both the rear vision mirror and the external mirror of the car in front of you. You can also see vehicles coming the other way and be seen by them.

#Wearing brightly colored or reflective helmets and clothing helps other drivers see you. Yellow, orange and red are colours which stand out against most backgrounds. Reflective tape on your clothing or your bike works well at night, and a reflective vest is more noticeable to drivers behind you than a tail light.

#driveRSafetytips #TeamRSA



## FAQs

### INSURANCE POLICY TYPE & RELATED INFORMATION



**What are the different types of Motor Insurance, provided by RSA?**

#### Motor Value

Basic cover for Third Party Liability

#### Motor Smart

Standard Cover for Loss or Damage to Insured Vehicle and Third Party Liability



**What law is applicable to my RSA Motor Insurance Policy?**

The law of United Arab Emirates will be applicable to Your Insurance Policy.



**What is a comprehensive motor vehicle Policy?**

It is a comprehensive insurance cover as per the UAE Unified Motor Policy covering:

- ☆ Damage to the Insured Vehicle due to accidental collision, overturning, fire, external explosion, self-ignition, theft, or a malicious act unless specifically excluded



Accrued legal liability & agreed costs and expenses against Third Party bodily injury/property damage arising out of use of the Insured Vehicle unless specifically excluded



**Why do I need 13 months of insurance and not an annual insurance of 12 months?**

A 13-month insurance period is required by the Traffic Authorities in UAE to cover for the one month registration grace period provided at the end of the 12-month registration period.



**Can I cancel my Policy at any time?**

Yes You can, but the UAE Ministry of Economy mandates the Insurance Company to obtain copies of the following documents before cancelling

Section 2 (Third Party Liability) of the Policy:

- ☆ De-registration of vehicle
- ☆ Transfer of ownership of the vehicle
- ☆ Number plate certificate



**In case the Policy is cancelled, do You return the premium for the unexpired period?**

Yes, as long as no claims were made during the Period of Insurance, a refund will be given to You, subject to the Short Rate Schedule.



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

The Policyholder should normally be both the main driver of the Insured Vehicle and the registered owner.

The Policyholder must have a financial interest in the Insured Vehicle. The traffic department will only register a vehicle in the name stated in the Certificate of Motor Insurance. This is a UAE traffic law requirement.

## FAQs

### INSURANCE POLICY TYPE & RELATED INFORMATION

#### How do You calculate my Insurance premium?

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

#### What is Insured as part of my RSA Motor Insurance Policy?

We insure Your vehicle, including any standard equipment that comes with it and any modifications, options or Motorcycle Accessories that are attached to it and shown on Your current Policy Schedule

#### What is an Orange Card?

This is a unified insurance scheme, which is required by vehicles traveling from one Arab country to another. It covers Third Party Liability (TPL) as per

### INSURANCE COVERS, ELIGIBILITY & RELATED INFORMATION

the prevailing laws of the country where the accident has taken place. RSA has authorisation to issue Orange Card if necessary, for their customers. Therefore, please reach out to us in case You are required to travel to Oman.

#### Can You provide comprehensive cover for all vehicles irrespective of age?

The comprehensive cover is available for vehicles up to the age of 5 years subject to RSA approval. Vehicles over 5 years need to be referred to Our motor team who will review each case and will be as supportive as possible in helping You with Your requirements.

#### Will I be Eligible for a permanent Agency Repair cover?

Agency repair cover is available for a vehicle for up to two years from its first registration as new. Cover can be extended for up to five years, subject to an additional premium.

#### I only have a Third Party Liability Policy. What will it cover?

The cover is compulsory as per the UAE law and it's features are:

- ☆ Death or bodily injury to any Third Party/person.
- ☆ Damages to Third Party property arising out of the use of Your vehicle.

More importantly, this Policy does not cover any damage or loss to Your vehicle.

#### In case of selling my vehicle, is it possible to transfer the insurance to the buyer's name?

No, as the insurance premium and terms are affected by the profile and driving experience of the driver, it is not possible to transfer the cover from one driver to another.

## OUR COVERS AND BENEFITS

Motor Insurance Product Type	Motor Smart	Motor Value
Description of Cover	Comprehensive	Third Party Liability
<b>MAIN COVERS</b>		
Loss or Damage to the Insured Vehicle	As per the Vehicle Value	Not Applicable
Third Party Liability for Bodily Injury	Unlimited	Unlimited
Third Party Liability for Property Damage	AED 3,500,000	AED 3,500,000
<b>ENHANCED MOTOR PROTECTION</b>		
Territory Extended to Oman	Yes	Yes
Ambulance Cost	AED 6,770	AED 6,770
Perils Of Nature, Riot, Strike & Civil Commotion	Yes	Not Applicable
Loss of Personal Items including Helmet and Protective Gears	AED 4,000	Not Applicable
Emergency Medical Expenses	AED 3,500	Not Applicable
Personal Injury Cover	AED 20,000	Not Applicable
Replacement of Locks	AED 2,500	Not Applicable
No Claims Discount	Yes	Yes
Emergency Repairs	AED 1,000	Not Applicable
Fire and Theft	Yes	Optional
Repairs at Our Authorised Network	Yes	If opted for Fire and Theft cover
<b>ADDITIONAL BENEFITS YOU CAN ADD</b>		
Agency Repairs	(Optional)	Not Applicable
24 Hours Accident and Breakdown Recovery	(Optional)	Not Applicable

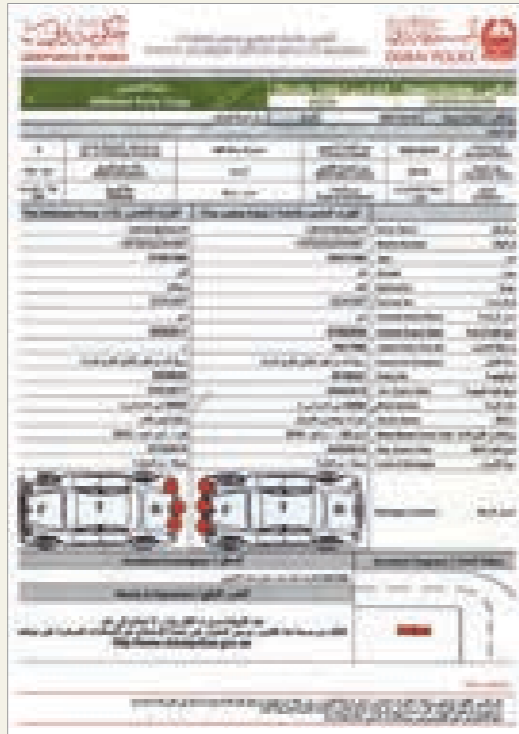
# HOW TO REPORT A CLAIM

## Making A Claim Involves the Following Steps

### Step 1 Provide required details and documents

- ☆ Police Report - This report provides a brief description and sketch of damages occurred to the Insured Vehicle and also defines the responsibility of each party in an accident including bodily injuries to You or Your co-passengers. Since motor garages/workshops would only repair damages mentioned in the Police report, it is essential for You to ensure these damages are clearly mentioned in the police report sketch.
- ☆ Valid Driving License
- ☆ Vehicle Registration Card

Sample of Police Report



Driving License Front



Driving License Back



Vehicle Registration Card Front



Vehicle Registration Card Back



RSA will assess Your Policy for any additional coverage as per the Table of Benefits You are entitled to or have availed at the time of purchasing Your Insurance Policy.

### Step 2 Lodging Your claim

Please arrange to deliver the documents mentioned in Step 1 to RSA, via any of the following means;

Email: [claims@ae.rsagroup.com](mailto:claims@ae.rsagroup.com); (PDF/Word document)

Online: [www.rsadirect.ae](http://www.rsadirect.ae); upload the documents through Our website under make a claim section or

Walk-in: Deliver them in person to RSA branches across UAE

#### Dubai

2nd Floor, Office Court, Oud Metha Road

#### Abu Dhabi

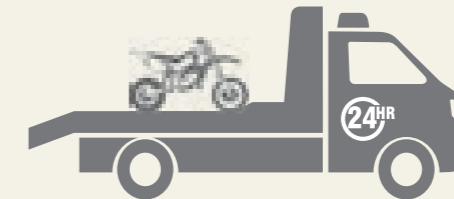
Suite 2, Habib Bank Building, Hamdan Street

#### Sharjah

Suite 701, Al Mubarak Centre, Al Arouba Street

### Step 3 Towing and inspection

In case You have the 24 hours accident and breakdown recovery cover as per the Table of Benefits, and specified in Your Insurance Policy, RSA shall arrange for the Insured Vehicle to be towed or alternatively it could be driven by You to one of Our Approved Garages or the manufacturer's authorised agency if Agency Repairs cover is specified in Your Policy Schedule.



Our motor engineers may need to inspect Your vehicle to agree the repair cost with the garage, which should happen within two working days.

### Step 4 Assessing and settling the claim

- ☆ In case the accident has been referred to the court, please get in touch with RSA immediately. RSA will reserve the right to appoint a legal representative in order for RSA to manage Your case through its lawyers.
- ☆ In case the repair costs of Your vehicle exceeds 50% of the depreciated value of the Insured Vehicle (as per the depreciation Schedule described in this booklet), Your vehicle will be declared a total loss. For the procedure on total loss, You may contact Our claims team on: 800 774 or email [claims@ae.rsagroup.com](mailto:claims@ae.rsagroup.com) or fax to +971 4 334 8851

- ☆ We will settle Your claim through repair or payment of reasonable cost of repair. The Excess and any other deductions that may apply would be communicated.



## HOW TO RAISE A COMPLAINT

At RSA, We are committed to going the extra mile for Our customers and wherever possible, exceeding their expectations. We aim to resolve any complaint or dispute You may have as quickly as possible.

The following steps are part of Our complaints and disputes procedures:



### Step 1

**Talk to Us First – Notify Us of the complaint**

If You believe that We have not delivered the service You expected or You are concerned about any aspect of the service We have provided, then please let Us know by emailing Us at [feedback@ae.rsagroup.com](mailto:feedback@ae.rsagroup.com)



## HOW TO RAISE A COMPLAINT

We promise to:

- ☆ Fully investigate Your complaint
- ☆ Keep You informed of progress
- ☆ Do everything possible to resolve Your complaint
- ☆ Learn from Our mistakes
- ☆ Use the information from Your complaint to pro actively improve Our service in the future
- ☆ Acknowledge Your complaint within 24 hours and try to resolve Your concerns within 48 hours

### #drivetogether

**#headlight flash?** flashing headlight in the uae mostly means 'make way' for police cars or other vehicles.

**#be safe,** use the rear-view mirror, move out of fast lane and do not panic. stay calm and move over only when its safe to do so



### Step 2

**Contact the RSA Senior Complaints Manager**

If You continue to be unhappy with Our response, You may progress Your complaint to the RSA Senior Complaints Manager on [sr.complaintsmanager@ae.rsagroup.com](mailto:sr.complaintsmanager@ae.rsagroup.com) who will conduct a separate investigation and full review. We will issue a letter acknowledging Your complaint and We will continue to keep You well informed of the further actions We will be taking to reach a suitable conclusion. You will receive a final response letter from Us to conclude the complaint.

**#safedistance**—maintain safe distance of one car between your motorcycle & other cars on the road, to allow for better controlled reaction during emergency braking situation.

be smart, be alert and use your indicators wisely & maintain safe riding distance from other vehicles to avoid any incidents

[#driveRSAfetytips](#) [#TeamRSA](#)



### Step 3

**Seek an external review of the decision**

If You are still not satisfied after the review, or You have not received a written offer of resolution within 8 weeks from the date We first received Your complaint, You may refer the complaint to the UAE Insurance Regulator.

### Thank You for Your feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to make things right.

## YOUR MAIN POLICY COVERS

### Section 1: Loss or Damage to the Insured Vehicle

**The Unified Motor Vehicle Insurance Policy Against Loss and Damage issued pursuant to the Regulation of Unified Motor Vehicle Insurance Policies according to the Insurance Authority Board of Directors Decision No. (25) of 2016**

Whereas the Insured has applied to Royal & Sun Alliance Insurance Middle East B.S.C. (c) (hereinafter referred to as the "Company") for the insurance set herein below, and has agreed that the application is considered as the basis for and integral part of this Policy, and has paid or agreed to pay the applicable premium, and the Company has accepted and represented to pay compensation to the Insured in case of any damage to the Motor Vehicle subject to this insurance, whether it emerges from the use or parking of the Motor Vehicle in the UAE during the insurance period, whether the Insured caused the accident or was an injured party;

Therefore, this Policy was entered into to cover the damages that befall on the Insured Motor Vehicle in the UAE during the insurance period according to the terms, conditions and exclusions in or appended to this Policy.

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Chapter One: General Conditions

1. The Policy and its schedules shall constitute one integral contract, and any Rider to this Policy shall constitute an integral part hereof, and every term or phrase to which a special meaning has been given in any part of the Policy or its schedules shall have the same meaning elsewhere, unless the context otherwise requires.
2. Any notice or notification of an accident that is required by this Policy shall be served to the Company in writing by e-mail, facsimile or by hand delivery to the address designated in the Policy as soon as practically possible.
3. Any external agreement between the Insured and the Company that will reduce the coverages hereunder shall be deemed void.
4. In case of several insurances with more than one insurance company, the Company will only be committed to compensate damages in the percentage of the amount insured with it to the total insured amounts against the insured risk.
5. The Company and the Insured may agree, using riders in return for an additional premium and within the scope of the terms and conditions herein, that the Company shall insure against the other damages not provided for in this Policy, in particular:
  - a. Insurance against the damages to the properties of the Insured or the Motor Vehicle Driver at the time of the accident or the properties kept with them in trust, or in their guardianship or possession under a rider to this Policy or a separate policy.
  - b. Coverage of the damages or risks which occur outside the roads.
6. Notwithstanding the terms and conditions of this Policy, the Insurance Company may not refuse to compensate the Insured as a result of late notification of the accident, if the delay is attributed to an acceptable excuse.
7. With respect to a fleet insurance policy or any Motor Vehicle insured under this Policy, the Company may not enter into any external agreement that may reduce the coverage provided under this Policy or depriving the Insured or the Beneficiary of this Policy from exercising the right to claim for compensation hereunder, including

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Chapter One: General Conditions

- depriving a claim for compensation for any reason not related to the accident such as age, gender, or otherwise, or the agreement will be deemed void.
8. a. If the Insured Motor Vehicle is a total loss, and the Company compensates the Insured on that basis, the salvage will be deemed property of the Company. The Insured may not be charged any expenses related to the transfer of the Motor Vehicle title or issuance of a certificate of ownership of the Motor Vehicle.
  - b. Before receiving compensation, the Insured shall pay all amounts due on the Motor Vehicle and submit evidence of no objection from the concerned authority(ies) to transfer title of the salvage to the Company. In case of lienholders, if any, they shall provide support, paperwork, power of attorney, etc. and appear before the concerned departments, if necessary for transfer of title of the Motor Vehicle to the Company.
9. The Company may, at its expense, assume the judicial and settlement proceedings to represent the Insured or the Motor Vehicle Driver through an attorney in any investigation or interrogation and before any court in any lawsuit or intervention in any phase of the lawsuit in relation to a claim or accident for which the Company may be held liable under this Policy and which may give rise to the payment of compensation according to this Policy. The Company may settle or enter into a reconciliation for such claim. The Insured shall provide every possible cooperation with the Company by signing a power of attorney to the attorney or otherwise to enable the Company to initiate any proceedings.
10. For the purpose of verifying the details of the Insured Motor Vehicle, all details in Schedule (5) of this Policy shall be an integral part hereof.
11. No lawsuit arising from this Policy may be filed after the elapse of three years after the occurrence which has given rise to the lawsuit or the related parties become aware of its occurrence.
12. The courts of the United Arab Emirates shall be competent to determine any disputes arising from this Policy.

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Chapter Two: Obligations of the Insurance Company

1. The Company shall compensate the Insured for loss or damage that occurs to the Insured Motor Vehicle and its accessories while in the vehicle, including damaged parts and spare parts, in the following cases:
  - a. If loss or damage arises from an accidental run-over, collision, turnover, or incident, or as a result of an unexpected mechanical breakdown or as a result of wear and tear of parts by use;
  - b. If loss or damage arises from an external fire or explosion, spontaneous combustion or lightning;
  - c. If loss or damage arises from robbery or theft;
  - d. If loss or damage arises from a third party willful act;
  - e. If loss or damage occurs during land transport, inland water transport, elevators or lifting machinery including loading and unloading processes related to the aforementioned transport processes; and
  - f. Any additional coverage to be agreed upon under this Policy or special riders to it.
2. Upon the occurrence of an accident, the Company shall:
  - a. Repair the Motor Vehicle or any of its parts, accessories, or spare parts and restore the vehicle to its pre-accident condition.
  - b. Pay the amount of loss or damage in cash to the Insured if this is agreed on with the Insured.
- c. Replace the damaged Motor Vehicle in case of a total loss, unless the Insured requests the Company to pay them the amount in cash. In this case, the Company shall respond to the Insured's request.
3. If the Insured requests that new original parts are to be installed in lieu of the parts damaged during the accident or are to be paid for in cash, the Insured will bear the Depreciation Percentage set in Schedule (1) of the final value of the purchase invoice. In case of taxi vehicles, public transport vehicles and rental vehicles, the Insured will bear the Depreciation Percentage set in Schedule (2).
4. The Insured may assume the repair of damages that occur to the Motor Vehicle as a result of an insured accident hereunder, provided that the estimated repair costs do not exceed the value of repair agreed upon in writing with the Company.
5. If the Insured Motor Vehicle is lost, proves to be irreparable, or that costs of repair exceed 50% of the Motor Vehicle value before the accident, the insured value of the Motor Vehicle agreed upon between the Insurer and the Insured on signing of the Insurance Policy will be the basis of calculation of the compensation of loss

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Chapter Two: Obligations of the Insurance Company

- and damage insured hereunder after deduction of the Depreciation Percentage of 20% from the insured value, and taking into account the fraction of insurance period (i.e., the proportion of the period from the commencement date of the insurance period to the date of the accident to the total insurance period).
6. If the Motor Vehicle becomes unroadworthy due to loss or damage insured hereunder, the Company will bear the necessary costs of safeguarding and transporting the Motor Vehicle to the nearest repair shop, in order to deliver it to the Insured after repair.
7. If the damaged Motor Vehicle is repaired with repair shops approved by the Company, the Company shall ensure that the Motor Vehicle is repaired properly, carefully and professionally and that the work is warranted by the repair shops. The Company shall ensure that the Insured is enabled to have the Motor Vehicle checked by any approved motor vehicle examination agency in the UAE to make sure that the Motor Vehicle has been properly repaired without affecting the technical examination of the damaged Motor Vehicle at the concerned official authorities. If it is found that the repairs are below required and recognized technical standards, the Company shall address the issue(s) with the repair shop until the Motor Vehicle is professionally repaired and delivered to the Insured.
8. In case of any conflict between the Company and the Insured concerning the value of damages or the amount of compensation, the Company will appoint an Authority-licensed and registered Surveyor and Loss Adjuster to determine the value of these damages or the amount of compensations at the Company's expense. If the experts opinion is disapproved, either party may request the Authority to appoint an expert licensed by it at the expense of that party, and that the expert's charges will be eventually borne by the party for whom the report was not in their favor.

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Chapter Three: Obligations of the Insured

1. To pay the Agreed upon Premium.
2. All reasonable precautions must be taken to keep and protect the Insured Motor Vehicle from loss or damage and maintain the same in a good working condition. In case of any accident or breakdown of the Motor Vehicle, the Insured may not leave the Insured Motor Vehicle or any part thereof without taking necessary precautions to prevent the aggravation of damages. If the Insured Motor Vehicle is driven before making necessary repairs by the Insured or the Motor Vehicle Driver, every increase of damage or every damage to the Insured Motor Vehicle arising from the same will not be the responsibility of the Company pursuant to this Policy.
3. The Insured shall remain the sole owner of the Insured Motor Vehicle throughout the Insurance Period, and may not lease the vehicle to any third party or sign any contract which may restrict their absolute ownership and possession of the Motor Vehicle without the prior written consent of the Company.
4. In case of any accident which may give rise to a claim according to the provisions of this Policy, the Insured shall immediately notify the concerned official authorities, and shall promptly notify the Insurer and furnish all information related to the accident without unjustifiable delay. The Insured shall furnish the Insurer as soon as possible for every claim, notice or judicial papers once they receive them.
5. The Company shall be notified as soon as practically possible once they become aware of any lawsuit, investigation or detections concerning the accident. In case of theft or any other criminal act which may give rise to a claim according to this Policy, the Insured shall notify the police and the Company promptly and as soon as practically possible and cooperate with the Company in this respect.
6. The Insurer may charge the Insured that has caused the accident with a deductible amount to be deducted from the due amount of compensation due with respect to any accident which is caused by them personally or by the person authorized by them to drive the Motor Vehicle or cases that are deemed committed by an unknown person, according to Schedule (3).
7. In addition to the deductible amounts set in Schedule (3), the Insurer may charge the Insured who caused an accident an additional deductible as follows:

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Chapter Three: Obligations of the Insured

- a. Maximum 10% of the amount of compensation if the Motor Vehicle Driver is below the age of 25 years.
- b. Maximum 10% of the amount of compensation in case of taxi and public transport vehicles.
- c. Maximum 15% of the amount of compensation of sports cars and modified vehicles.
- d. Maximum 20% of the amount of compensation of vehicles modified outside the factory.
- e. Maximum 20% of the amount of compensation of rental vehicles.
8. For application of paragraph (7) of this Chapter, application of Deductible Percentages shall apply the highest percentage in the case of several deductibles for one accident.

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Chapter Four: Exclusions

The Company will not pay any compensation for the following issues:

1. Indirect losses that occur to the Insured or devaluation of the Motor Vehicle as a result of its use, breakdown, defect or breakage of the mechanical or electrical devices.
2. The damage arising as a result of overload or excess of the limits of permissible width, length or height or the excess of the number of passengers beyond the licensed number, provided that it is proved that this is the proximate cause of damage.
3. The damage of tires if it does not occur at the same time as damage to the Insured Motor Vehicle.
4. The loss or damage which occurs to the Motor Vehicle with respect to accidents resulting from:
  - a. Use of the Motor Vehicle for purposes other than those mentioned in the Insurance Application attached to this Policy.
  - b. Violation of laws if the violation implies an intentional felony or misdemeanor according to the definition mentioned in the applicable Federal Penal Code.
5. If it is proven that the Motor Vehicle has been used or utilized in a speed race or test, provided that this is proved to be the proximate cause of the accident.
6. The damage to the Motor Vehicle from the accidents which occur during the Motor Vehicle being operated by a driver who is not licensed to drive according to the Traffic Laws or without obtaining a driving license for the kind / category of the Motor Vehicle according to the Traffic Laws and Regulations and the provisions of this Policy, or the driver holding an expired Driver's License who fails to renew it within thirty days from the date of the accident, or the license granted to them has been suspended by the court or competent authorities or according to the Traffic Regulations.
7. Loss or damage that occurs to the Motor Vehicle, or any part thereof, with respect to accidents while the Motor Vehicle is being driven under the influence of narcotics, alcohol or drugs that undermine the driver's ability to control the Motor Vehicle if this is proven to the competent authorities or confessed by the Motor Vehicle Driver. This exclusion does not apply in case of rental vehicles.

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Chapter Four: Exclusions

8. Loss or damage that occurs to the Motor Vehicle outside the geographical territory set out in this Policy, unless a rider is issued to extend coverage to this territory.
9. The accidents that have occurred, caused, resulted or are related directly or indirectly to natural disasters such as floods, tornadoes, hurricanes, volcanoes, earthquakes and quakes.
10. Invasion, foreign enemy hostilities or warlike operations, whether war is declared or not, civil war, strike, civil commotion, insurrection, revolution, coup d'etat, usurped power, confiscation, nationalization, radioactive substances and radioisotopes, atomic or nuclear explosions, or any factor directly or indirectly related to any of the foregoing causes.
11. Loss or damage that occurs to the Insured Motor Vehicle if the Company loses the right of subrogation to the damage caused due to the Insured's declaration of being responsible for the accident, which they have not caused. If this is proven after payment of compensation to the Insured, the Company may have recourse to it for recovery of amounts paid to them.
12. Loss or damage that occurs to the Motor Vehicle off the road, as defined, unless a rider is issued extending coverage to drive outside the road.

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Chapter Five: Recourse against the Insured

The Company may have recourse to the Insured or the Motor Vehicle Driver or both, as the case may be, in the amount of compensation paid in the following cases:

1. If it is proven that the insurance was concluded based upon the Insured's misrepresentation and non-disclosure of material facts that affect the acceptance by the Company to cover the risks or insurance rate.
2. If following payment of compensation, it is proven that the Motor Vehicle was used for purposes other than those set out in the Insurance Application attached to this Policy, or the maximum number of passengers was exceeded, or the Motor Vehicle was overloaded, or its loading was not secured correctly or exceeds the limits of permissible width, length or height, provided that this is proven to be the proximate cause of the accident.
3. If following payment of the compensation it is proven that there is a violation of the law, if the violation involves a willful felony or misdemeanor, as defined in the UAE's applicable penal code.
4. If it is proven that loss or damage that occurred to the Motor Vehicle, or any part thereof, arose from the Insured or another person driving under the influence of narcotics, alcohol or drugs that undermine the driver's ability to control the Motor Vehicle, if this is proven to the concerned authorities or confessed by the Motor Vehicle Driver. In case of rental vehicles, recourse will be against the Motor Vehicle Driver (renter).
5. If the accident is proven to have occurred intentionally by the Insured or the Motor Vehicle Driver.
6. If the trailer, half-trailer or semi-trailer causes an accident, and the Insured has not agreed with the Company on the existence of such a trailer.
7. If loss or damage that occurs to the Motor Vehicle is a result of theft or robbery, recourse will be against the thief.

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Chapter Six: Policy Termination

1. The Company may terminate this Policy on the condition that there are serious grounds for termination during the Policy Period by a notice in writing to be sent to the Insured via e-mail, facsimile, hand delivery or registered letter thirty days prior to the fixed date of termination to the latest address of the Insured known by the Company. The Insurance Authority shall be advised of the grounds of such termination. In this case, the Company shall refund to the Insured the paid premium after deducting a portion in proportion to the period during which the Policy has remained in effect.
2. The Insured may terminate this Policy by a notice in writing to be sent to the Company, via e-mail, facsimile, hand delivery or registered letter seven days prior to the fixed date of termination. In this case the Company shall refund to the Insured the paid premium after deducting a portion in proportion to the period during which the Policy has remained in effect subject to the Short Rate Schedule No. (4), provided that there is no compensation paid to the Insured or pending claims in relation to this Policy during the period of time the Policy is valid, if the Insured has caused the accident or in cases that are deemed committed by unknown persons.
3. This Policy shall be considered terminated in case of a total loss to the Motor Vehicle, provided that its registration is deleted with a report issued by the Road and Traffic Department confirming that it is unroadworthy, and the Company shall compensate the Insured according to the provisions of this Policy.

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Schedule No. (1)

Depreciation Percentages, Except for Taxi Vehicles, Public Transport Vehicles and Rental Vehicles, According to the Date of First Registration and Use

Year	Percentage
First	-
Second	5%
Third	10%
Fourth	15%
Fifth	20%
Sixth and above	30%

### Schedule No. (2)

Depreciation Percentages for Taxi Vehicles, Public Transport Vehicles and Rental Vehicles, According to the Date of First Registration and Use

Year	Percentage
Last six months of the first year	10%
Second	20%
Third	25%
Fourth	30%
Fifth	35%
Sixth and above	40%

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Schedule No. (3)

Deductibles

Motor Vehicle	Deductible
Private vehicles where the permissible number of passengers does not exceed (9) passengers; and the value of which does not exceed AED 50,000	Maximum AED 350/ per accident
Private vehicles where the permissible number of passengers does not exceed (9) passengers; and the value of which exceeds AED 50,000 and not exceeding AED 100,000	Maximum AED 700/ per accident
Private vehicles where the permissible number of passengers does not exceed (9) passengers; and the value of which exceeds AED 100,000 and not exceeding AED 250,000	Maximum AED 1,000/ per accident

Motor Vehicle	Deductible
Private vehicles where the permissible number of passengers does not exceed (9) passengers; and the value of which exceeds AED 250,000	Maximum AED 1,200/ per accident
Private vehicles where the permissible number of passengers does not exceed (9) passengers; and the value of which exceeds AED 500,000	Maximum AED 1,400/ per accident
Private vehicles where the permissible number of passengers exceeds (9) passengers; and does not exceed (12) passengers	Maximum AED 1,500/ per accident
Private vehicles where the permissible number of passengers exceeds (12) passengers, rental vehicles and trucks where the tonnage does not exceed (3) tons	Maximum AED 1,700 / per accident
Trucks where the tonnage exceeds (3) tons, passenger buses and industrial vehicles for construction and agricultural works	Maximum AED 4,500/ per accident



## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

### Schedule No. (4)

Short Rate Schedule - Percentages of Recoverable Premium

Policy Validity Period	Recoverable Premium
A period not exceeding one month	80%
A period exceeding one month and not exceeding four months	70%
A period exceeding four months and not exceeding six months	50%
A period exceeding six months and not exceeding ten months	30%
A period exceeding ten months	Nil

### Schedule No. (5)

Schedule of Details of the Insured Motor Vehicle in the Insurance Policy against Loss and Damage

Details of Motor Vehicle									
Country of Manufacture	Plate Number	Make, Model & Color		Motor Vehicle Classification	Registration Type	Purpose of use	Manufacturing Year	Tonnage or Weight	Number of Passengers with Driver

Engine Number:

Chassis Number:

Royal & Sun Alliance Insurance Middle East B.S.C. (c) Company declares that the Motor Vehicle detailed above in this Schedule is insured with it according to the provisions of this Policy.

Issued By:

Issuance Date:

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

The term of insurance begins at ..... on .../.../....., and expires at ..... on .../.../.....  
 Agreed upon premium: ..... Issuance date: .../.../.....

Insured's Details	Company's Details
Insured's Name :	Company's Name:
Address:	Address:
E-mail:	E-mail:
Postal Address:	Postal Address:
Identification Number:	
Phone:	Phone:
Name and Signature of the Insured or their representative:	Signature and stamp of the Company:

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

Motor Vehicle Insurance Application

Applicant's Details				
Name according to ID	First	Second	Third	Family Name
Date of Birth		P.O. Box		Postal code
ID Number			E-mail	
Home Phone		Office Phone		Mobile
Address/ Emirate				
Profession			Employer	
Driving License Number			Expiration Date	
(Trade Name if any)			Commercial Register Number	
Head Office				

## Section 1: LOSS OR DAMAGE TO THE INSURED VEHICLE

Motor Vehicle Insurance Application

### Insurance Service Details

Registration Mark	Truck	Small Truck	Large Truck	Other	
Model / Use	Private	Commercial	Rental	Driving Education	Other
Body Number			Engine Number		
Chassis Number			Engine Capacity (CC)		
No. of Passengers			Manufacturing Year		
Current Value without Accessories			Current Value, including Accessories (to be elaborated)		
Insurance Period			Insurance Type		
Insured / Representative			Signature		

## Section 2: Third Party Liability

**The Unified Motor Insurance Vehicle Insurance Policy Against Third Party Liability issued pursuant to the Regulations of Unifying Motor Vehicle Insurance Policies according to Insurance Authority Board of Directors Decision No. (25) of 2016**

Whereas the Insured has applied to Royal & Sun Alliance Insurance Middle East B.S.C. (c) (hereinafter referred to as the "Company") for the insurance set herein below, and has agreed that the application is considered as the basis for and integral part of this Policy, and has paid or has agreed to pay the applicable premium, and the Company has accepted and represented to pay compensation to a Third Party/ Injured Party in case of any accident subject to this insurance, whether it emerges from the use or parking of the Motor Vehicle in the UAE during the insurance period;

Therefore, this Policy was entered into to cover liability towards a Third Party/ Injured Party caused by the Insured Motor Vehicle to the Third Party/ Injured Party according to the terms, conditions and exclusions in or appended to this Policy for the amounts the Insured or the Motor Vehicle Driver must pay against:

- Bodily Injury to a Third Party, either inside or outside the Motor Vehicle.
- Property Damages to a Third Party.

## Section 2: THIRD PARTY LIABILITY

### Chapter One: General Conditions

1. The Policy and its schedules shall constitute one integral contract, and any Rider to this Policy shall constitute an integral part hereof, and every term or phrase to which a special meaning has been given in any part of the Policy or its schedules shall have the same meaning elsewhere, unless the context otherwise requires.
2. This Policy does not apply outside the State.
3. The Company may not assert to the Injured Third Party that it is not liable for compensation as a result of any argument that can be used against the Insured.
4. The Third Party/ Injured Party may submit a claim to the Company for compensation for damages caused to them by the Insured Motor Vehicle.
5. a. In case of death of a family member of the Insured or the Motor Vehicle Driver, the Company's liability will be limited to an amount of AED 200,000 (Two Hundred Thousand Arab Emirates Dirhams) per person. In case of injury, the Insurer's liability will be further limited to the percentage of disability per person.  
b. In case of death of the driver of a rental vehicle, public transport vehicle and a vehicle used to teach driving, the Company's liability will be limited to an amount of AED 200,000 (Two Hundred Thousand Arab Emirates Dirhams) per person. In case of injury, the Insurer's liability will be further limited to the percentage of disability per person.
6. Any notice or notification of an accident that is required by this Policy shall be served to the Company in writing by e-mail, facsimile or by hand delivery to the address designated in the Policy as soon as practically possible.
7. a. With respect to a fleet insurance policy or any Motor Vehicle insured under this Policy, the Company may not enter into any agreement that may reduce or prevent the coverage of its full Third Party Liability arising from death, bodily injuries or property damages covered under this Policy or reduce the limits of liability of the Company or reduce the coverage contemplated under this Policy, including depriving a claim for compensation for any reason not related to the accident such as age, gender, or the date of acquiring the driving license, or otherwise, or the agreement will be deemed void.

## Section 2: THIRD PARTY LIABILITY

### Chapter One: General Conditions

- b. However, new coverage not provided for in the Policy maybe agreed upon or the limits of such liabilities and coverages maybe increased under a separate policy or an additional rider.
8. The Company may, at its expense, assume the judicial and settlement proceedings to represent the Insured or the Motor Vehicle Driver through an attorney in any investigation or interrogation and before any court in any lawsuit or intervention in any phase of the lawsuit in relation to a claim or accident for which the Company may be held liable under this Policy, and which may give rise to the payment of compensation according to this Policy. The Company may settle or enter into a reconciliation for such claim. The Insured shall provide every possible cooperation with the Company by signing a power of attorney to the attorney or otherwise to the Company to initiate any proceedings.
9. Without prejudice to the rights emerging from Life insurance policies and personal accident insurance policies, and in case of the existence of several compulsory policies against Third Party Liability emerging from the use of the Motor Vehicle issued by more than one Company:
  - a. Compensation shall be divided equally between Insurers in case of death and/or injuries. If the liability is shared (between the Insured and the Third Party/ Injured Party) based on the degree of negligence, then the percentage of participation in the negligence shall be taken into account.
  - b. Compensation for property damages shall be divided based on the percentage of the insured amount set out in each policy to total insured amounts in all policies, after the percentage of participation in the negligence is taken into account.
10. On the occurrence of an accident, the Company shall:
  - a. Repair the damaged Motor Vehicle or any of its parts, accessories or spare parts and restore the Motor Vehicle to its pre-accident condition.
  - b. Pay the market value of the damaged Motor Vehicle if the value of damages exceeds (50%) of the market value of the Motor Vehicle at the time of the accident, provided that the Company's liability does not exceed an amount of Two Million Arab Emirates Dirhams per accident according to Paragraph (c) of Clause (1) of Chapter Two: Obligations of the Insurance Company.

## Section 2: THIRD PARTY LIABILITY

### Chapter One: General Conditions

- c. Replace the damaged Motor Vehicle in case of total loss, for another Motor Vehicle with the same make, model, additions and pre-accident condition unless the Third Party/ Injured Party requests that the Company pay them the amount in cash; in which case, the Company shall accept the Insured's request.
- d. The Company shall pay in cash to the Injured Party, upon their request, the amount of damages (loss or damage) of the damaged parts of the Motor Vehicle in whole any of its parts, accessories or spare parts and including the charges for installation and replacement of lost or damaged parts at the time of the accident in order to restore the pre-accident condition of the Motor Vehicle.
- 11. The damaged parts of the Motor Vehicle, for which the first registration and use of which is less than one year, shall be replaced with new original parts with no deduction of a Depreciation Percentage for the Injured Party.
- 12. If it is agreed with the Injured Third Party to repair the damaged Motor Vehicle, the Insurance Company shall repair the damaged Motor Vehicle at the agency repair shops for the Motor Vehicle if it is in its first year of registration and use.
- 13. Upon the lapse of more than one year after registration and use, the Company shall repair the damaged Motor Vehicle at suitable repair shops and the damaged parts may be replaced by other than original parts of the same grade. The Company shall ensure that repair works are carried out according to technical standards and that the work is warranted by the repair shops. The Company shall ensure that the Injured Third Party is able to have the Motor Vehicle checked by any approved Motor Vehicle examination agency in the State to make sure that the Motor Vehicle has been properly repaired in accordance with the technical licensing conditions for endurance and safety and any other condition without affecting the technical examination of the Motor Vehicle affected by the accident at the concerned official authorities. If it is found that the repairs are below required and recognized technical standards, the Company shall address the issue(s) until the Third Party's Motor Vehicle is professionally repaired as soon as practically possible.

## Section 2: THIRD PARTY LIABILITY

### Chapter One: General Conditions

- 14. If the Injured Third Party requests that new parts are to be installed in lieu of the parts damaged during the accident, they have to bear the Depreciation Percentage set in Schedule (1) of the final value of the purchase invoice. In case of taxi vehicles, public transport vehicles and rental vehicles, the Depreciation Percentage set in Schedule (2) of the final value of the purchase invoice will be applied.
- 15. Neither depreciation may be deducted nor used parts be installed if the parts are within the list set out in Schedule (4) of this Policy.
- 16. The Injured Third Party may repair the damages that occur to the Motor Vehicle as a result of accident, provided that the estimated repair costs do not exceed the value of repair agreed upon in writing with the Company. The Company may require a proof that the Motor Vehicle repairs have been completed.
- 17. If durable and hard to replace parts of the Motor Vehicle such as chassis or pillars are damaged and need cutting, tightening or welding as a result of the accident, the Motor Vehicle may be considered a total loss and the Company shall make compensation according to the market value of the Motor Vehicle at the time of the accident.
- 18. If the Motor Vehicle is considered as total loss, and the Company compensates the Injured Third Party on that basis, the salvage will be deemed property of the Company. The Injured Third Party may not be charged any expenses related to the transfer of the Motor Vehicle title or issuance of a certificate of ownership of the Motor Vehicle, provided that the Motor Vehicle is free of any obligations against Third Party such as traffic fines or otherwise.

## Section 2: THIRD PARTY LIABILITY

### Chapter One: General Conditions

19. a. In case of any conflict between the Company and the Injured Third Party concerning the value of damages or the amount of compensation or determination of the market value of the damaged Motor Vehicle, an Authority-licensed and registered Surveyor and loss adjuster will be appointed to determine the value of the damages or the amount of compensation at the Companies expense.
  - b. If the expert's opinion is not accepted, either party may request the Authority to appoint an expert licensed by it at the expense of that party, and that the expert's charges will eventually be borne by the party for whom the report was not in their favor.
20. In case of an agreement to insure the Insured himself, the Motor Vehicle Driver or any person excluded from the coverage under this Policy, the amount of the death benefit will be determined not less than (AED 200,000) Two Hundred Thousand Arab Emirates Dirhams at a minimum.
21. The Company may not refuse to compensate the Insured as a result of late notification of the accident, if lateness is attributed to an acceptable excuse.
  22. The provisions of this Policy cover the damages to a Third Party caused by a trailer or semi-trailer as long as it is pulled by the vehicle.
  23. Neither this Policy nor any rider hereto undermines the right of any person to claim for compensation or recovery of any amount payable under the provisions of any applicable legislation.

## Section 2: THIRD PARTY LIABILITY

### Chapter Two: Obligations of the Insurance Company

1. In case of any accident that results from the use of the Motor Vehicle, the Company shall compensate the Injured Third Party within the scope of its limits hereunder for all amounts which the Insured or the Motor Vehicle Driver is committed to pay as compensation for:
  - a. Death or any bodily injury caused to any person, including Motor Vehicle Passengers, except for the Insured and the Driver of the Motor Vehicle that has caused the accident, and the passengers employed by the Insured if they are injured during and because of work. A person is considered a passenger if they are inside, getting in or out of the Motor Vehicle. The Maximum Liability of the Company for any claim or total claims arising from one accident is the value judicially awarded without any limit whatsoever, except for the spouse, parents and children and the liability of the Company will not exceed AED 200,000 (Two Hundred Thousand Arab Emirates Dirhams) per injured person in case of death. In case of disability, maximum liability will be adjusted by the percentage of disability to the amount of AED 200,000 (Two Hundred Thousand Arab Emirate Dirhams).
  - b. Subject to paragraph (a) above, the liability of the Insurance Company shall be the value judicially awarded of any amount whatsoever, including the Third Party's judicial expenses and charges, except for fines. The Company shall pay compensation to the Third Party once the judgment becomes enforceable.
  - c. As to the damages to items and properties (except for those owned by the Insured) or the Motor Vehicle Driver at the time of the accident or the properties kept with them in trust or in their guardianship or possession, the insured amount of any claim or total claims arising from one accident is AED 2,000,000 (Two Million Arab Emirates Dirhams) regardless of the number of the persons whose properties are damaged, inclusive of necessary costs of movement of the damaged Motor Vehicle to the agency shop or other repair shops according to this Policy, as the case may be.
  - d. The Company shall pay an amount of AED 6,770 to the provider of ambulance services and medical transportation to hospitals. The amount is per injured person that suffers from a bodily injury or death and is being given first aid and transported to a hospital as a result of an accident caused by a Motor Vehicle insured by the Company against Third Party Liability.

## Section 2: THIRD PARTY LIABILITY

### Chapter Two: Obligations of the Insurance Company

- e. The Injured Third Party (the owner of a private motor vehicle) is entitled to a loss of benefit allowance (substitute motor vehicle) as follows:

First: If the Injured Third Party chooses cash compensation, no benefit allowance shall be paid.

Second: If the damaged Motor Vehicle is to be repaired at a repair shop, as the case may be, the period of loss of use allowance shall be calculated in days from the date of delivery of the damaged Motor Vehicle, the accident report and deed of title to the Company.

Third: The liability of the Company for loss of use allowance shall be calculated per day per damaged Motor Vehicle according to the fare of a similar Motor Vehicle rental of the same make, not exceeding Three Hundred Arab Emirates Dirhams per day. The Maximum period for loss of use allowance is ten days, and the Company may provide a similar alternative Motor Vehicle for the same period in good working condition for road traffic.

2. The Company may not apply any deductible from the Injured Third Party compensation.
3. In case of the death of a person covered by the insurance provided for hereunder, the Company shall pay the benefit due as a result of the accident to their heirs according to the terms and conditions hereof.
4. The Company shall abide by any settlement between the Insured and the Injured Third Party if it is done with its written consent.
5. The Insurance provided for under this Chapter shall be extended, subject to the terms and conditions hereof, to the liability of every licensed driver while they are driving the Insured Motor Vehicle.

## Section 2: THIRD PARTY LIABILITY

### Chapter Three: Obligations of the Insured

1. In case of any accident that gives rise to a claim according to the provisions of this Policy, the Insured or the Motor Vehicle Driver shall notify the concerned official authorities and the Insurer within a reasonable period of time after occurrence of the accident and furnish all documents and details pertaining to the accident, unless the delay is attributed to an acceptable excuse. The Insured shall furnish the Company as soon as possible a copy of every claim, notice or judicial document once they receive them.
2. The Insured or the Motor Vehicle Driver shall notify the Company as soon as practically possible once they become aware of any lawsuit, investigation or findings concerning the accident, unless the delay is attributed to an acceptable excuse. In case of theft or any other criminal act which may give rise to a claim according to this Policy, the Insured shall promptly notify the concerned authorities and the Company as soon as practically possible and cooperate with the Company in that regard.
3. Neither the Insured nor any person acting on their behalf may declare acceptance of liability, offer, promise or payment of any amount without the written consent of the Company.

## Section 2: THIRD PARTY LIABILITY

### Chapter Four: Exclusions

This Insurance does not cover the Third Party Liability arising or emerging from accidents that are caused by the Insured Motor Vehicle in the following cases:

1. The accidents that occur outside the borders of the State.
2. The accidents that have occurred, caused, resulted or are related directly or indirectly to natural disasters such as floods, tornadoes, hurricanes, volcanoes, earthquakes or quakes.
3. Invasion, foreign enemy hostilities or warlike operations, whether war is declared or not, civil war, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, or ionizing radiation contamination by radioactivity from any nuclear fuel, power, usurpation, confiscation or nationalization, radioactive substances and radioisotopes, atomic or nuclear explosions, or any element related directly or indirectly with the above mentioned causes.
4. The accidents that occur to the Insured, the Motor Vehicle Driver or the persons employed by the Insured if they are injured during and because of work, unless they have obtained additional coverage under a rider or another policy.

## Section 2: THIRD PARTY LIABILITY

### Chapter Five: Recourses against the Insured

The Company may have recourse to the Insured, the Motor Vehicle Driver or the person responsible for the Accident, as the case may be, within the limit of the amount of compensation paid in the following cases:

1. If it is proven that the insurance was concluded based upon the Insured's misrepresentation or non-disclosure of material facts that affect the acceptance by the Company to cover the risks or determination of the premium.
2. If the Motor Vehicle is proven to have been used for purposes other than those set out in the Insurance Application attached to this Policy or the maximum number of passengers is exceeded or the Motor Vehicle was overloaded or its loading was not secured correctly or exceeds the limits of permissible width, length or height, provided that this is proven to be the proximate cause of the accident.
3. If it is proven that the Motor Vehicle was used in a speed race or test cases( in impermissible cases), provided that this is proven to be the proximate cause of the accident.
4. If following payment of the compensation it is proven that there is a violation of the laws, if the violation involves a willful felony or misdemeanor, as defined in the UAE's applicable penal code.
5. If it is proven that the Motor Vehicle was driven without obtaining the driving license for the type of Motor Vehicle according to the Traffic Laws and Regulations and the provisions of this Policy, or that the license granted to the Insured or the Motor Vehicle Driver was suspended by a courts order or by the concerned authorities or by virtue of traffic regulations, or that Motor Vehicle driving license was expired at the time of the accident, unless the driver manages to renew it within thirty days from the date of accident.
6. If it is proven that the Motor Vehicle Driver, or another person allowed by them to drive the Motor Vehicle caused the accident while being in an abnormal condition due to being under the influence of narcotics or alcohol that undermine the driver's ability to control the Motor Vehicle or medical drugs for which driving is medically prohibited. In case of rental vehicles, recourse will be made against the Motor Vehicle Driver (renter).



## Section 2: THIRD PARTY LIABILITY

### Chapter Five: Recourses against the Insured

7. If it is proven that the accident occurred intentionally by the Insured or the Motor Vehicle Driver.
8. If the trailer, half-trailer or semi-trailer caused the accident and the Insured has not agreed with the Company to include it in the policy.
9. If the Motor Vehicle is used outside the road, as defined in this Policy, without any additional coverage.
10. If damages occur to the Injured Third Party as a result of theft or robbery of the Insured Motor Vehicle, recourse will be against the thief only.

## Section 2: THIRD PARTY LIABILITY

### Chapter Six: Policy Termination

1. Neither the Company nor the Insured may terminate this Policy during its term as long as the Motor Vehicle license is valid.
2. However, the Policy may be terminated before its expiration on the grounds of:
  - a. Cancellation of the Motor Vehicle license;
  - b. Submission of a new Policy due to change of the Motor Vehicle details; or
  - c. Transfer of the Motor Vehicle title by virtue of a certificate issued by the concerned authority.
3. This policy shall be considered terminated in case of a total loss to the Motor Vehicle, Provided that its registration is deleted with a report issued by the Road and Traffic Department confirming that it is unroadworthy, and the Company and the Insured shall remain bound by its Provisions before termination.

In this case, the Company must refund to the Insured the paid premium after deducting a portion in proportion to the period during which the Policy has remained in effect according to the Short Rate Schedule No. (3) set out in this Policy, provided that there are no paid claims or outstanding claims where the Insured has caused the accident.

## Section 2: THIRD PARTY LIABILITY

### Chapter Seven: General Provisions

1. The Company shall include all details in Schedule (5) of this Policy, and this Schedule shall be part of this Policy.
2. Any lawsuits arising from this Policy may not be filed after the lapse of three years from the date of the accident or the Injured Party and related parties become aware of the damage and the person liable for it.
3. The quotes of the State shall be competent to determine any dispute arising in connection with this Policy.

#### Schedule No. (1)

Depreciation Percentages for Parts of Private Motor Vehicles

Year	Percentage
First	-
Second	5%
Third	10%
Fourth	15%
Fifth	20%
Sixth and above	30%

## Section 2: THIRD PARTY LIABILITY

#### Schedule No. (2)

Depreciation Percentages for Parts of Taxi Vehicles, Public Transport Vehicles and Rental Vehicles

Year	Percentage
Last six months of the first year	10%
Second	20%
Third	25%
Fourth	30%
Fifth	35%
Sixth and above	40%

#### Schedule No. (3)

Short Rate Schedule - Percentages of Recoverable Premium

Policy Validity Period	Recoverable Premium
A period not exceeding one month	80%
A period exceeding one month to the end of the fourth month	70%
A period exceeding four months to the end of the sixth month	50%
A period exceeding six months to the end of the eighth month	30%
A period exceeding eight months	Nil

## Section 2: THIRD PARTY LIABILITY

### Schedule No. (4)

List of the parts damaged by a traffic accident which must be replaced for new ones without deduction for any depreciation

Glass
Brake master cylinders
Brake wheel cylinders
Brake calipers
Brake cables (conduit type)
Brake hoses
Brake diaphragms
Steering boxes
Steering rakes
Steering ball joints and swivels
Seat belts

### Schedule No. (5)

Schedule of Details of the Insured Motor Vehicle in the Insurance Policy against Third Party Liability

#### Details of Motor Vehicle

Country of Manufacture	Plate Number	Make, Model & Color		Motor Vehicle Classification	Registration Type	Purpose of use	Manufacturing Year	Tonnage	Number of Passengers with Driver

Engine Number:

Chassis Number:

Royal & Sun Alliance Insurance Middle East B.S.C. (c) declares that the Motor Vehicle detailed above in this Schedule is insured with it according to the provisions of this Policy.

Issued By:

Issuance Date:

## Section 2: THIRD PARTY LIABILITY

The term of insurance begins at ..... on .../.../....., and expires at ..... on .../.../.....  
 Agreed upon premium: Issuance date: .../.../.....

Data of the Insured	Data of the Company
Insured's Name :	Company's Name:
Address:	Address:
E-mail:	E-mail:
Postal Address:	Postal Address:
Identification Number:	
Phone:	Phone:
Name and Signature of the Insured or their representative:	Signature and stamp of the Company:

## Section 2: THIRD PARTY LIABILITY

Motor Vehicle Insurance Application

Applicant's Details				
Name according to ID	First	Second	Third	Family Name
Date of Birth		P.O. Box		Postal code
ID Number			E-mail	
Home Phone		Office Phone		Mobile
Address/ Emirate				
Profession			Employer	
Driving License Number			Expiration Date	
(Trade Name if any)			Commercial Register Number	
Head Office				

## Section 2: THIRD PARTY LIABILITY

Motor Vehicle Insurance Application

### Insurance Service Details

Registration Mark	Truck	Small Truck	Large Truck	Other	
Model / Use	Private	Commercial	Rental	Driving Education	Other
Body Number			Engine Number		
Chassis Number			Engine Capacity (CC)		
No. of Passengers			Manufacturing Year		
Current Value without Accessories			Current Value, including Accessories (to be elaborated)		
Insurance Period			Insurance Type		
Insured / Representative			Signature		

## Section 3: Enhanced Motor Protection

Insuring You for Additional Incidents

Your Vehicle Repairing Options

Accident & Emergency

Value - Add

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Safeguard your home with  
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## I. Insuring You for Additional Incidents

## I. INSURING YOU FOR ADDITIONAL INCIDENTS

Covers	What We Cover	What We Don't Cover
Perils Of Nature, Riot, Strike & Civil Commotion	<p>The coverage under the Policy is extended to include loss or damage to Your Insured Vehicle caused by:</p> <ul style="list-style-type: none"> <li>(a) Riot, strike and civil commotion which does not assume the proportions of or amount to a popular uprising</li> <li>(b) Flood, storm, typhoon, cyclone, tornado, tsunami, hurricane, rain (excluding gradually operating caused as a result of rain) hailstorm, windstorm, wind, sandstorm or any other atmospheric disturbances, volcanic eruption, earthquake or other convulsions of nature</li> </ul>	
Fire & Theft Cover	<p>The cover is extended, subject to an additional premium, to include loss of or damage to the Insured Vehicle, Motorcycle Accessories and spare parts whilst thereon:</p> <ul style="list-style-type: none"> <li>(a) By fire, lightning, explosion, or</li> <li>(b) Theft or attempted theft to Your Motorcycle</li> </ul> <p>All terms and conditions of Section 1 and 2 shall be applicable as per the policy wording.</p>	

## I. INSURING YOU FOR ADDITIONAL INCIDENTS

Covers	What We Cover	What We Don't Cover
Loss of Personal Items including Helmet and Protective Gears	<p>The cover under the Policy is extended to include loss or damage to personal property belonging to You 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.</p> <p>This cover is subject to a maximum limit as per the Table of Benefits, during any one Policy period.</p>	<ol style="list-style-type: none"> <li>1. Loss or damage to money, jewellery, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratch cards, raffle tickets, reward miles/ programmes, recharge cards or goods or samples carried in connection with any trade or business trade samples or any property Insured under any other Policy</li> <li>2. Theft of any property carried in an open or convertible vehicle unless in a locked boot or locked glove compartment</li> <li>3. Loss and or damage to personal property including laptops or other mobile equipment's or valuables, if left unattended or out in the open</li> <li>4. Wear, tear, loss of value and loss of use</li> <li>5. Standard equipment, vehicle modifications or Motorcycle Accessories</li> </ol>



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## II. Your Vehicle Repairing Options



## II. YOUR VEHICLE REPAIRING OPTIONS

Covers	What We Cover	What We Don't Cover
Emergency Repairs	<p>The coverage under the Policy is extended to include emergency repairs to the Insured Vehicle to secure or get You back on the road safely, as per Chapter 2, Point 4 of Section 1. This cover is subject to a maximum amount per claim as specified in the Table of Benefits.</p> <p>In the event of a claim, please submit the police report along with the repair invoice and photograph(s) of the damages to the Insured Vehicle.</p>	
Agency Repairs	<p>The coverage under this Policy, if specified in the Policy, is extended to repairs at the manufacturer's authorised agency located within the country of registration of the Insured Vehicle, in the event of any accidental loss or damage to Your vehicle occurring within two years (or as specified in Your Policy), from the date of first registration as new.</p>	<p>Vehicles purchased from places other than the manufacturer's authorised dealers in the UAE.</p> <p>Should this exclusion apply, We will select one of Our Approved Garages to undertake the repairs.</p>

## II. YOUR VEHICLE REPAIRING OPTIONS

Covers	What We Cover	What We Don't Cover
Repairs At Our Authorised Network	<p>The coverage under this Policy includes repairs of the Insured Vehicle at one of Our certified Approved Garages, if the Insured Vehicle is more than 2 years old or not having the Agency Repairs cover.</p> <p>Note:</p> <p>In the event of a claim, You have an option to repair Your vehicle even during the first two years of Your vehicle registration as new at one of certified Approved Garages and if You choose to do so You will be rewarded with a waiver of Your standard Excess provided the driver of the vehicle at the time of accident is above the age of 25.</p>	

## II. YOUR VEHICLE REPAIRING OPTIONS

Covers	What We Cover	What We Don't Cover
24 Hours Accident And Breakdown Recovery	<p>The coverage under the Policy is extended to include the services provided by an RSA service provider as below:</p> <ol style="list-style-type: none"> <li><b>Towing Service:</b> In case of a breakdown or an accident the Insured Vehicle will be towed to the agency garage, nearest garage or to any garage of Your choice within UAE</li> <li><b>Battery Boost Service:</b> If the Insured Vehicles battery fails, We will jump start the Insured Vehicle which will enable You to carry on with Your journey. We will not be providing a new battery or replacement of battery.</li> <li><b>Emergency Fuel Service:</b> We will deliver emergency fuel directly to You. The fuel delivery service will be provided complimentary, but the fuel cost will be borne by You.</li> <li><b>Flat Tyre Service:</b> We will change the flat tyre with Your spare tyre. If no spare tyre is available, We will tow the Insured Vehicle to the nearest garage. No new tyre or replacement will be provided by Us.</li> </ol>	

## II. YOUR VEHICLE REPAIRING OPTIONS

Covers	What We Cover	What We Don't Cover
Replacement Of Locks	<p>The coverage under the Policy is extended to include the cost of replacing the:</p> <ol style="list-style-type: none"> <li>Ignition and steering lock</li> <li>Motorcycle lock transmitter or Motorcycle key</li> </ol> <p>of the Insured Vehicle that are lost or stolen within the Territorial Limits as specified in Your Policy up to an amount as per the Table of Benefits during any one Period of Insurance.</p> <p>If the claim relates to this cover only, it will not have an effect on Your no claims discount.</p> <p>In the event of a claim, You are required to submit the police report.</p>	<p>We will not pay the cost of replacing any alarms or other security devices used in connection with Your Vehicle.</p>

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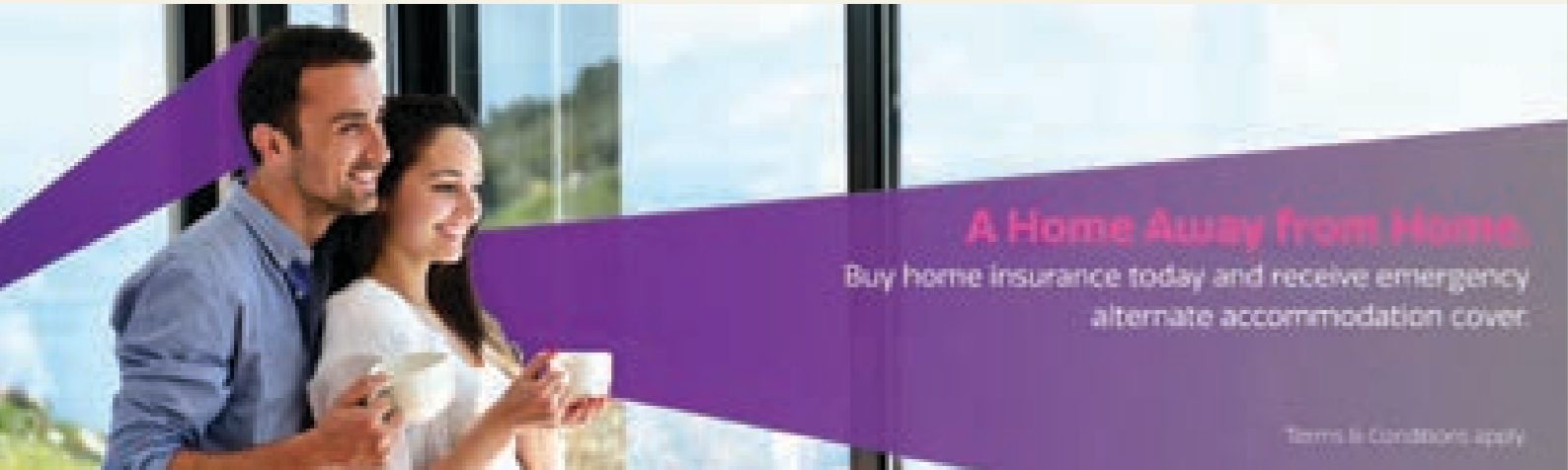
### III. Accident & Emergency

### III. ACCIDENT & EMERGENCY

Covers	What We Cover	What We Don't Cover
Personal Injury Cover	<p>The coverage under the Policy is extended to include an amount as per the Table of Benefits, to You or Your Spouse (or in the event of death, to their legal personal representatives) if You or Your Spouse suffers accidental bodily injury in direct connection with the use of the Insured Vehicle and resulted in the following within three calendar months:</p> <ul style="list-style-type: none"> <li>(a) Death</li> <li>(b) Permanent loss of sight in one or both eyes</li> <li>(c) Loss of one or more limbs at or/above the wrist or ankle</li> <li>(d) Permanent loss of use of one or more limbs</li> </ul> <p>We will only pay one benefit for death or injury to any of the above persons for any one incident.</p>	<p>This Cover:</p> <ul style="list-style-type: none"> <li>(a) Applies only in respect of private motorcycles</li> <li>(b) Does not cover death or injury arising from suicide or attempted suicide</li> <li>(c) Does not apply if anyone claiming is convicted in connection with the accident of a drink-driving offence or of driving under the influence of drugs</li> </ul>

### III. ACCIDENT & EMERGENCY

Covers	What We Cover	What We Don't Cover
Emergency Medical Expenses	<p>The coverage under the Policy is extended to include reasonable medical expenses incurred by any occupant of the Insured Vehicle, if injured as a direct result of the Insured Vehicle being involved in an accident and treatment commencing within 24 hours of the accident.</p> <p>This cover is subject to a maximum limit as per the Table of Benefits, per person per claim during any one Period of Insurance and is payable if the number of passengers is as per the authorised seating capacity in the vehicle.</p> <p>In the event of a claim, You are required to submit proof of injury related to the accident and the associated medical expense receipts.</p>	
Ambulance Cost	<p>The coverage under the Policy is extended to include liability payable as per the Table of Benefits, per injured person against cost of ambulance service incurred, following a road traffic accident to the Insured Vehicle. All payments under this cover will be made directly to the provider of the ambulance and medical evacuation services to hospitals.</p>	



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## IV. Value – Add

## IV. VALUE – ADD

Covers	What We Cover	What We Don't Cover
Territory Extended to Oman	The Territorial Limits under Your Policy are extended to include the Sultanate of Oman.	
No Claims Discount	<p>The coverage under the Policy is extended to include a discount off Your next motorcycle insurance premium, for each claim free Period of Insurance You will accumulate. The discount amount will be in accordance with the no claims discount scale applicable at the time of renewal.</p> <p>If a claim is made or becomes apparent, Your no claims discount may be reduced at the next renewal in accordance with the no claims discount scale applicable at the time of renewal.</p> <p>Your no claims discount is not transferable to any other person.</p>	

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