



**GARGASH**  
INSURANCE

DELIVERING EXCELLENCE



Your exclusive Mercedes-Benz auto insurance policy

مشاريع ترقاش  
GARGASH ENTERPRISES



# Welcome to your exclusive Mercedes-Benz auto insurance policy

Dear Policyholder,

Thank you for choosing us to take care of your car insurance. This policy is issued to you by Gargash Insurance Services LLC, a certified Chartered Insurance Broker and is underwritten by RSA Insurance.

This booklet is designed to help you check your cover and to reassure you that we will give you all the protection you need for the year ahead. Here you will find details of what this policy does and does not cover. It also contains information about our helpline and how to make a claim.

We at Gargash Insurance Services believe in “Delivering Excellence” and are happy to assist you for any of your insurance requirements.

Please take a moment to read your policy booklet. We would like to wish you a safe and hassle-free year of motoring.

# Your cover at a glance

## Types of cover

Executive Policy

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Comprehensive Policy

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Third Party Only

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Third Party Fire & Theft

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## Optional Covers

Agency Repairs

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Using your Car in GCC Countries

---

Protected No Claims Discount

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Rental of Alternative Vehicle

---

Enhanced Motor Protection

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Personal Accident Benefit

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Breakdown Recovery

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## Sections which apply

Sections 1 - 15

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Sections 1 - 8

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Sections 2 - 3

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Sections 1 - 3

Section 1 only applies for loss or damage caused by fire, lightning explosion, theft or attempted theft.

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## These sections will only apply if specified in your policy schedule

Section 9

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Section 10

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Section 11

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Section 12

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Section 13

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Section 14

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Section 15

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Note: The General Conditions section on page 28 applies to all types of cover

# Section guide

Please note that not all of the sections listed below will apply to your policy. Those which do apply are shown in your policy schedule.

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# Definitions

The words defined below will have the same meaning wherever they are shown in your policy.

**Certificate of motor insurance:** The document which proves that you have insurance in line with UAE road traffic laws.

**Excess:** The amounts shown in your schedule which you must pay when you make a claim which cannot be recovered from a Third Party. We will not charge you an excess for Theft, Fire or Windscreen claims.

**In-car accessories are:**

- A radio, cassette, compact disc player or other audio equipment
- A phone or other communication equipment
- Navigation equipment
- A television or other visual entertainment equipment including video cassette recorders, DVD players and games consoles

The equipment must be permanently fitted in your car and its value stated in your proposal form.

**Vehicle/insured value:** The amount stated on the policy schedule which we shall pay in the event of a total loss after deducting depreciation in line with the scale on page 10.

**No claims discount:** A discount on your premium in return for you not making a claim.

**Period of insurance:** Your policy runs for the period specified in your schedule.

**Policy:** Your policy is made up of

- Your application form for this insurance
- This policy book
- Your schedule and
- Your certificate of motor insurance

**Schedule:** The document which describes

- You and your vehicle
- Any special details of your policy such as excesses or special terms and conditions

**Geographical area (territorial limits):** These are

- UAE
- Any other area stated in your policy schedule

# Definitions

**Agency repairs:** If Agency Repairs are included in your policy, as shown in your schedule, then you have the option of having your car 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.

**Company/we/us/our:** Royal & Sun Alliance Insurance (Middle East) Ltd. E.C.

**Insured/you/your:** The person named as the policyholder in

- Your certificate of motor insurance
- Your schedule

**Insured vehicle/your car:** The car

- Whose details have been reported to and accepted by us
- Whose chassis or engine number is shown in your certificate of motor insurance and your schedule. This includes any in-car equipment fitted as standard by the manufacturer

**Licensed driver:**

- The insured or any person driving with his permission provided that the person driving holds a license for the vehicle in accordance with the traffic laws and regulations and has not had his/her license withdrawn by order of a Court of Law or traffic regulations.

# Your motor policy

This is your RSA Motor 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.

Your application form, this policy book, your schedule and your certificate of motor insurance are all part of your policy. Please read them all to avoid misunderstanding. The wordings of the following sections are provided by the Ministry of Economy (UAE).

- Section 1
- Exceptions to Section 1
- Section 2
- General Exceptions
- General Conditions

RSA has extended the cover stated in the above sections. Please refer to the automatic cover extensions on pages 13 -17 (Sections 4 to 8). Sections 9 to 15 are optional covers and only apply if specified in your policy schedule.

The declaration you signed on your application form is part of this contract. You must tell us as soon as possible of any changes to the information you have given on your application form. If you do not, your policy may not be valid.

We will not pay benefits or arrange for help if any part of your application for this insurance, or any further changes you ask to make to this policy, are deliberately fraudulent.

Please make sure that your policy is what you want. If it is not, tell us immediately.

## CANCELLING YOUR POLICY

You can cancel your policy. To do this you are required by law to provide evidence that your vehicle has been deregistered or insured elsewhere.

We can cancel your policy if you have not paid your premium.

If no claim is made or will arise, we will give you a refund on your premium on a pro-rata basis provided it is cancelled within nine months from inception of the policy subject to a small administration fee.

If a claim is made or will arise that cannot be recovered from a third party, we will not give you a refund on your premium.



# Making a claim

If you wish to make a claim or have been involved in an accident, please contact us immediately on:

## POLICY INCLUSIVE OF AGENCY REPAIRS

Gargash Enterprises

Tel 04 2670000, Direct 04 2175518

Fax 04 2676767

E-mail [claimsdept@gargashinsurance.com](mailto:claimsdept@gargashinsurance.com)

Website [www.gargashinsurance.com](http://www.gargashinsurance.com)

## POLICY EXCLUSIVE OF AGENCY REPAIRS

RSA Insurance

Tollfree 800 774

Fax 04 3348851

E-mail [claims@ae.rsagroup.com](mailto:claims@ae.rsagroup.com)

Website [www.rsadirect.ae](http://www.rsadirect.ae)

To register your claim online with RSA, please visit <https://www.rsadirect.ae/Content/MakeaClaim.asp>

Arrangements will be made for the vehicle to be towed or it could be driven by you to the Gargash Enterprises workshop or to the approved garage as the case may be. The damaged car will 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.

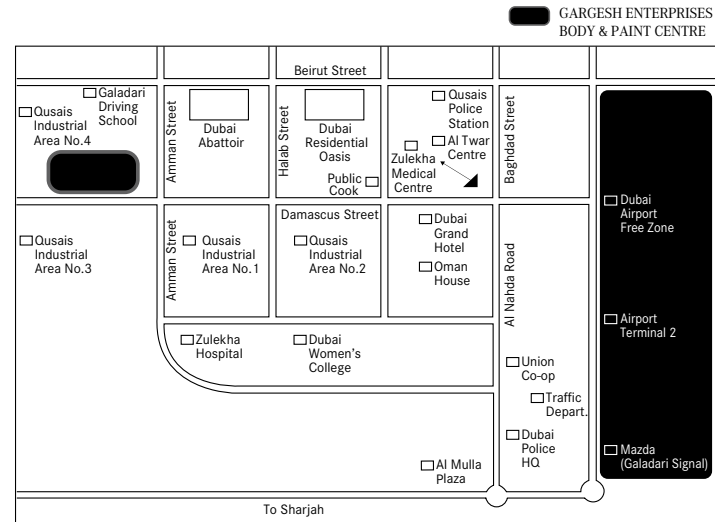
The following documents will be required to process your claim:

- a) Driving License
- b) Registration Card
- c) Police Accident Report (Original)

Note: There is a minimum waiting period of three days in case of Recovery claims.

You may forward the above documents in originals to the office location mentioned below:

Gargash Enterprises, Body & Paint Centre, Amman Street, Industrial Area 4, Al Qusais, Dubai, UAE.



# Section 1: Own damage

## 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 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 or 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.

In case the insured requests new parts instead of the damaged parts due to an accident or prefers receiving its value in cash, this shall be considered. The insured is liable for the depreciating value as mentioned in the table below:

Year	Percentage
1st year	nil
2nd year	5% of spare parts value
3rd year	10% of spare parts value
4th year	15% of spare parts value
5th year	20% of spare parts value
6th year and above	30% of spare parts value

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.
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 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, a depreciation not exceeding 20% annually of the vehicle's value stated in the schedule of the policy should be deducted subject to the following proportion.

- 5% from the beginning of the 1st 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

## Section 1: Own damage

6. If the 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.

### EXCEPTIONS TO SECTION 1

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

1. Consequential loss affecting the insured vehicle or decrease in the vehicle's value through usage, impairment or failure or breakdown 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 overloading or excess passengers were the cause of the accident which resulted in the loss or damage to the 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 vehicle from accidents, which occurs while it is being driven by an unlicensed person as in accordance with the Traffic and Roads Act or his driving license has been cancelled by court or competent authorities or as per the traffic laws.

6. Any accident, loss or damage whilst the driver is under the influence of intoxicating drugs and/or alcohol or hallucinating drugs affecting the driver's ability to control the vehicle if it has been proved to the competent authorities or upon the confession of the driver of the vehicle.

## Section 2: Third party liability

1. The company shall be liable to compensate the insured in the event of an accident caused by or arising out of the use of the 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/she fulfills and complies with the Terms and Conditions of this policy and obeys it as if he/she was the insured.
3. Subject to the Limits specified in the attached schedule to this policy, the company shall be liable to pay court orders or judgements 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/her 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 or inquiry in respect of any accident which may be the subject of indemnity under this Section, 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 Section.

## Section 3: General exceptions

### WHAT WE DO NOT COVER

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 fuel or from any nuclear waste from the combustion of nuclear fuel direct with any of the aforementioned 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 open 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 4: No claims discount

If no incident occurs during the period of insurance which results in a claim, your No Claims Discount will increase in line with our usual scale.

If an incident occurs during the period of insurance which results in a claim, your No Claims Discount will reduce in line with our usual scale.

You cannot transfer your No Claims Discount to anyone else.

## Section 5: Windscreen

### WHAT WE COVER

We cover loss of or damage to the windscreen, windows and glass sunroof of your car and any damage to the bodywork which is caused by the broken glass. We will not charge you an excess or reduce your No Claims Discount if the only claim you are making relates to this Section.

## Section 6: Personal injury

### WHAT WE COVER

We will pay AED 20,000 if you or your passenger is accidentally injured:

- In your car
- While getting into or out of your car

The injury must be directly connected with the car and the only cause within three months of:

- Death
- Permanent loss of sight in one or both eyes
- Loss of one or more limbs at or above the wrist or ankle
- Permanent loss of use of one or more limbs

We will only pay one benefit for death or injury to any of the above persons for any one incident.

### WHAT WE DO NOT COVER

- Death or injury caused by suicide or attempted suicide
- If anyone claiming is convicted in connection with the accident of a drink-driving offence or of driving under the influence of drugs.



## Section 7: Medical expenses

### WHAT WE COVER

For our Comprehensive Mercedes Benz Car Insurance Policy, we will pay benefit up to AED 3,500 for the cost of emergency medical treatment for anyone injured in an accident in your car. For all Executive covers, we will pay benefit up to AED 6,000.

## Section 8: Personal possessions

### WHAT WE COVER

We cover loss of or damage to personal possessions in or on your car up to AED 4,000.

### WHAT WE DO NOT COVER

- Money, jewellery, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratch cards, raffle tickets, Air Miles, trade samples or any property insured under any other policy
- Personal possessions stolen from an open-top or convertible car, unless they are kept in a locked boot or locked glove compartment
- Wear, tear, loss of value and loss of use

## Section 9: Agency repairs

This section only applies if it is listed in your schedule.

### WHAT WE COVER

We will pay for your vehicle to be repaired at the manufacturer's authorised repairers within the UAE following an accident covered under your policy. This will be for a period of three years from the date of your vehicle's first registration.

The agency repairs can be extended for the 4th and 5th years from the date of first registration, if your vehicle is subject to an additional premium.

If you have an Executive Plus policy, agency repairs will be for a period of 5 years from the date of first registration.

### WHAT WE DO NOT COVER

- Vehicles purchased from places other than the manufacturer's authorised dealers in the UAE. Should this exclusion apply, we will select one of our approved non-agency repairers to undertake the repairs.

## Section 10: Using your car in GCC countries

This section only applies if it is listed in your schedule.

### WHAT WE COVER

The geographical area for Section 1 (Own Damage) of this policy is extended to include Oman, Bahrain, Saudi Arabia, Kuwait and Qatar. You will not be covered under Section 2 (Third Party Liability), as this cover must be purchased separately at the border of each country (except in the case of Oman).

Provided that:

- The maximum duration of any single trip shall not exceed 45 days
- The maximum total number of days shall not exceed 90 days in any 12-month period

## Section 11: Protected no claims discount

This section only applies if it is listed in your schedule.

### WHAT WE COVER

We will not reduce your No Claims Discount unless more than two claims happen over five periods of insurance in a row.

If three or more claims happen:

- We will reduce your No Claims Discount in line with our usual scale
- This Section will no longer apply
- Section 4 pertaining to No Claims Discount will apply

## Section 12: Rental of alternative vehicle

This Section only applies if it is listed in your schedule.

### WHAT WE COVER

1. We will provide a hire car for a maximum period of ten 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.
2. The hire car is a standard saloon vehicle up to four years old with an engine size between 2.0 to 2.4 litres and they can be driven in the UAE only. Use of hire car must start within the first 48 hours after your car is disabled following an accident covered under your policy. When a vehicle is declared a total loss due to damage or theft, the benefit under this section ceases after we have made you an offer for the settlement of the claim.
3. 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.

If you have selected the Mercedes Replacement Car Option, we shall provide a Mercedes vehicle for a period of no more than 30 days or until your car is repaired (whichever is earlier). This service is provided by Sixt Rent A Car, an affiliate of Gargash Enterprises, and subject to their standard car rental terms and conditions.

### WHAT WE DO NOT COVER

- Any costs related to fuel, Salik, parking charges or any other fines
- Any further hire car charges after a period of free hire for 10 days
- Any deductibles applied under the hire car terms and conditions, should there be an accident while driving a hire car

## Section 13: Enhanced motor protection

The cover in this Section only applies if 'enhanced motor protection cover' is stated in your policy schedule.

### 1. Oman cover

The territorial limits under your policy are extended to include the Sultanate of Oman.

### 2. Natural perils

The cover under Section 1 (Own Damage) is extended to cover flood, storm, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsions of nature.

### 3. Riot, strike & civil commotion

The cover under Section 1 (Own Damage) is extended to cover riot, strike & civil commotion, which does not assume the proportions of, or amounts to a popular uprising.

### 4. Your third party liability to family members

Section 2 (Third Party Liability) is extended to cover the driver's legal liability for death or bodily injury to any person in the vehicle including passengers and family members.

### WHAT WE DO NOT COVER

- The driver's legal liability towards himself
- 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

### 5. Your third party liability for property damage

The cover under Section 2 (Third Party Liability) for damage to Third Party property [paragraph (b) of Clause 1] is extended to AED 3,500,000 for all Mercedes Benz Comprehensive Insurance Policies and AED 5,000,000 for Executive Insurance Policies.

### 6. Off road cover

If you have a Comprehensive Policy, your policy is extended to cover loss or damage to the insured vehicle whilst being driven off road.

### WHAT WE DO NOT COVER

- Participating in a competitive event or race of any kind
- Off Road Cover does not apply if you are carrying passengers as part of a business

## Section 13: Enhanced motor protection

### 7. If you want to drive another car

Your policy covers you, the policyholder, for driving other cars which do not belong to you. However, cover is restricted to Third Party Liability only and so does not provide cover for damage to the car you are driving. This limited cover can be very useful in an emergency. But if you are planning to drive someone else's car regularly, you should be covered on their insurance policy.

You are covered while driving any other car only if all the following apply:

- You are 25 years of age or older
- You are driving with the owner's permission
- You are not entitled to make a claim for the damage under any other policy of insurance
- The car is not owned by (or hired under a hire purchase agreement by or leased to) you or your partner

### 8. Motor trade and valet parking

If you have a Private Motor Insurance Policy with a named driver restriction, we will still provide cover for loss of or damage to the insured vehicle whilst in the custody or control of:

- A garage or other similar business, which the insured does not own, which has the insured vehicle for the purpose of maintenance, repair, testing or servicing
- A hotel, restaurant or similar business, which the insured does not own, where the insured vehicle has been parked by their authorised driver

If you have a Comprehensive Policy without a named driver restriction, then cover is already provided for valet drivers and whilst in the custody of a garage or similar business.

### 9. New car replacement

If your car is under 12 months old and is declared a total loss we will pay for a brand new replacement model.

#### WHAT WE DO NOT COVER

The maximum amount we will pay will not exceed the insured value of the vehicle.



## Section 13: Enhanced motor protection

### 10. Replacement locks

If you have a Comprehensive Policy and the car keys or lock transmitter of your car are lost or stolen, we will pay the cost of replacing:

- The door locks and boot lock
- The ignition and steering lock
- The lock transmitter and central locking system

as long as we are satisfied that the identity or garaging address of your car is known to the person who may have your keys or transmitter. Your No Claims Discount will not be disallowed just because you have made a claim under this Section. We will not pay the cost of replacing any alarms or other security devices used in connection with your car.

### 11. No depreciation clause

Notwithstanding what is stated in paragraph(5) of section 1 of the policy, it is hereby declared and agreed that no depreciation shall be deducted from any admitted claim for repairs under the policy.

### 12. Ambulance cost

#### WHAT WE COVER

The Company shall be liable to pay up to a maximum amount of AED 6,770, 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.

Subject otherwise to the Terms, Exceptions and Conditions of the policy.

## Section 14: Personal accident benefit

### WHAT WE COVER

It is agreed and acknowledged against payment of additional premium, as thus the company has agreed and acknowledges to pay compensation in accordance with the table stated here-in-under about death or any physical injuries sustained by person/s insured (as mentioned in your policy schedule) while ascending or descending from

the vehicle as a result of a severe remarkable accidental incident that leads in an independent manner away from any other reason (except for medical or surgical treatment needed or injury management) to any of these injuries stated in the table here-in-under during the following three months from the date of accident.

	<b>Compensation</b>	<b>Value in AED</b>
1	Death	200,000
2	Total irrecoverable loss of sight in both eyes	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	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	200,000
5	Total and irrecoverable loss of sight in one eye	100,000
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	100,000
7	Permanent partial disability not mentioned in the table here-in-above	The value of compensation will be will be specified for the person as a percentage of the insurance amount AED 200,000 based on the permanent partial disability approved by the medical board

## Section 14: Personal accident benefit

### WHAT WE DO NOT COVER

1. Compensation which the company is committed to pay will be restricted according to one article only of these articles for article one to six here-in-above mentioned or as per article seven separately or by adding to it either article five or six according to the conditions of any of those persons insured as a result of any single accident provided that total company liability will not exceed for compensation amount AED 200,000 for the person insured during any single insured duration.
2. The company is 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:
  - a) To harm oneself intentionally or by committing suicide or by attempting suicide or physical defect or mental weakness.
  - b) As a consequence of person demanding compensation from addiction to drugs or liquor.
3. Compensation payment should be paid by the approval of person demanding insurance to the injured person directly or to that one legally represented and the settlement issued from him is considered a final one about the compensation he deserves.
4. Number of vehicle passengers at the time of accident should not exceed the maximum number of persons including the driver, as stipulated by the vehicle model.

Subject otherwise to the Terms, Exceptions and Conditions of the policy.

## Section 15: Breakdown recovery

The coverage under the policy is extended to include the services provided by a RSA service provider as below:

### WHAT WE COVER

#### 1. Towing Service :

In case of a breakdown or an accident the insured vehicle will be towed to the agency workshop, nearest garage or to any garage of your choice within UAE

#### 2. Battery Boost Service :

If the insured vehicle's 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.

#### 3. Emergency Fuel Service :

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.

#### 4. Lock out Service :

If the insured vehicle key is locked inside your car, we will make an attempt to gain access to the key which will enable you to carry on with your journey.

#### 5. Flat Tyre Service :

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.

#### 6. Off Road Assistance :

We will recover the insured vehicle from off road areas including sandy areas, desert and/or basement parking within the UAE. However, recovery in the desert applies to insured vehicles that have four wheel drive capability only, excluding competitive events or carrying passengers as part of business. This service is limited to three times in a year.

#### 7. Car Registration Service :

One complimentary car registration service will be provided to you. The reservation must be done 48 hours prior to registration. You must provide the documents and information as required by the traffic authorities to avail this service. You are also responsible for the settlement of any traffic fines and other traffic department charges. We will collect the insured vehicle key and documents from you within the same city in which the insured vehicle is registered. The free vehicle registration renewal service does not apply to commercial vehicles and is valid only for a single attempt. This service does not apply if you are exporting, selling or transferring your vehicle.

#### 8. Discounted International Driving License :

You are entitled to a 10% discount on International Driving License. You will have to submit a copy of your valid UAE driving license, 2 passport size photographs along with the signed application form to our service provider.

#### 9. Automobile Service Pick up & Drop off

You may request for a free automobile service drop off or pick up service within the same city and to agency workshop only. This service is limited to one time in a year. The reservation must be done 48 hours prior to registration.

## 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 the policy, the insured shall give immediate notice to the competent authority and the insurance company, with all relevant information. The insured shall forward to the company every letter, claim, writ, summons and process immediately on receipt.
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 entitled, if it so desires, to take over and conduct in the name of the insured the defence 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 Section 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 defence, 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 defence, 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.

## General conditions

8. a) The company may cancel Section 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 Section 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.

## General conditions

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.
- 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.

## General conditions

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.

16. If at the time that a claim arises under this policy, the vehicle was being used for the purpose of any prearranged or organized racing, track pace making, rallies, speed trials, speed contests, in any stunt activity or in practice or preparation for any such contest or activity, the company shall not be liable for third party bodily injury or property damage and/or for any damage to the insured vehicle.



## Frequently asked questions

### **How do I make a claim?**

Please refer to page 8 of this booklet.

### **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.

### **In case of a claim, will you be able to provide me with an alternative car to use while mine is in the garage?**

This facility can be provided if you have selected the “Rental of Alternative Vehicle” option at the time of the policy inception for an additional premium.

### **Will I be eligible for a permanent Agency Repair cover?**

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

### **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 Registration Department to cover the one month registration grace period provided at the end of the 12-month registration period.

### **What is the motor vehicle policy against loss, damage & third party liability?**

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

- Damage to the motor 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 motor vehicles unless specifically excluded.

### **I only have a third party liability policy. What will it cover?**

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

- Death or bodily injury to any third party/person.
- Damages to third party property arising out of the use of your motor vehicle. More importantly, this policy does not cover any damage or loss to your own vehicle.

# Frequently asked questions

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

The comprehensive cover is available for vehicles up to the age of 7 years. Vehicles over 7 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.

## **Can I cancel my policy at any time?**

Yes you can, but the UAE Ministry of Economy requires the insurance company to obtain copies of the following documents before cancelling Section 2 (Third Party Liability) of the policy:

- a) Deregistration proof from RTA (Hayaza/No Plate certificate/  
Certificate of export)
- b) Transfer of ownership of the vehicle (New owners' registration card)

## **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 insurance period, a refund will be given to you.

## **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.

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

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

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

This is a UAE Traffic Law requirement.



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