Motor Policy
Third Party Liability and Loss & Damage
Terms and Conditions
Introduction

Dear Valued Customer

We are pleased to provide you with your RAK Insurance Motor Policy Third Party Liability and Loss and Damage - which provides protection against legal third party liability and against loss and damage to your vehicle along with other perils which may be opted under riders. In return for your Premium, you will receive Protection as stated in the Policy Schedule subject to the terms, conditions, warranties, provisions and exclusions expressed or implied in this Policy and endorsements attached or endorsed herein.

RAK Insurance has relied on the information and statements, which have been provided by you in the application.

Should you have any queries or need further explanation on our RAK Insurance Motor Policy product you may contact the Company on 800 RAKI (7254) for local and 00971 800 7254 for International call or email us on info@rakinsurance.com.

Personal Information Collection Statement

The information you provide us maybe used for the purpose of:

- Any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service;
- Any claim, investigation, analysis or subrogation of any such claim.

The information you provide may be disclosed to:

- Any related company or any other company dealing with the Reinsurance related business or an intermediary or a claim or investigation or other service provider providing services relevant to the insurance business for any of the above or related purposes;
- United Arab Emirates Insurance Association or any other Government organisation that exists or is formed from time to time to carry out regulatory functions of the UAE Insurance industry
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Section One – Third Party Liability

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

Whereas the Insured has applied to Ras Al Khaimah National Insurance Company P.S.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 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
**Definitions**

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

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

**Company (Insurer)**
The insurance company that is licensed to operate inside the State according to the laws and regulations issued in the State and accepts to insure the motor vehicle and has issued the Policy.

**Insured**
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.

**Motor Vehicle Driver**
The insured or any person who drives the Motor Vehicle by the permission 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.

**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 thirty days from the date of accident.

**Premium**
The consideration that is paid or undertaken to be paid by the Insured in return for insurance coverage.

**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.

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

**Property Damage**
Damage to a Third Party's property.

**Motor Vehicle**
A mechanical machine, motorcycle or any other device that works through a mechanical force, and its specifications are described in the Policy.
**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 750kg and it so licensed according to the applicable Traffic Laws.

**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).

**Natural Disaster**
Any general phenomenon that arises from nature such as floods, tornados, hurricanes, volcanoes, 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.

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

**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.

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

**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.

**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.
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.

   b. However, new coverage not provided for in the Policy may be agreed upon or the limits of such liabilities and coverages may be 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.
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 or 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 insure 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.

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 the 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 the 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.

19. 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 Company’s 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.
Chapter One: General Conditions

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.
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 the 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 Emirates 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.
   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.
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.
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, tornados, 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 abovementioned 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.
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 (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 court's 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).

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 is a result of theft or robbery of the Insured Motor Vehicle, recourse will be against the thief only.
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.
      
      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.

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.
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 courts 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**

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>-</td>
</tr>
<tr>
<td>Second</td>
<td>5%</td>
</tr>
<tr>
<td>Third</td>
<td>10%</td>
</tr>
<tr>
<td>Fourth</td>
<td>15%</td>
</tr>
<tr>
<td>Fifth</td>
<td>20%</td>
</tr>
<tr>
<td>Sixth and above</td>
<td>30%</td>
</tr>
</tbody>
</table>

### Schedule No. (2)

**Depreciation percentages for Taxi vehicles, Public Transport vehicles and Rental vehicles**

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last six months of the first year</td>
<td>10%</td>
</tr>
<tr>
<td>Second</td>
<td>20%</td>
</tr>
<tr>
<td>Third</td>
<td>25%</td>
</tr>
<tr>
<td>Fourth</td>
<td>30%</td>
</tr>
<tr>
<td>Fifth</td>
<td>35%</td>
</tr>
<tr>
<td>Sixth and above</td>
<td>40%</td>
</tr>
</tbody>
</table>
Schedule No. (3) – Short Rate Schedule – Percentage of Recoverable Premium

<table>
<thead>
<tr>
<th>Policy validity period</th>
<th>Recoverable premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>A period not exceeding one month</td>
<td>80%</td>
</tr>
<tr>
<td>A period exceeding one month to the end of the fourth month</td>
<td>70%</td>
</tr>
<tr>
<td>A period exceeding four months to the end of the sixth month</td>
<td>50%</td>
</tr>
<tr>
<td>A period exceeding six months to the end of the eighth month</td>
<td>30%</td>
</tr>
<tr>
<td>A period exceeding eight months</td>
<td>Nil</td>
</tr>
</tbody>
</table>

Schedule No. (4) – List of the parts damaged by a traffic accident which must be replaced for new ones without deduction of any depreciation

<table>
<thead>
<tr>
<th>Glass</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brake master cylinders</td>
</tr>
<tr>
<td>Brake wheel cylinders</td>
</tr>
<tr>
<td>Brake calipers</td>
</tr>
<tr>
<td>Brake cables (conduit type)</td>
</tr>
<tr>
<td>Brake hoses</td>
</tr>
<tr>
<td>Brake diaphragms</td>
</tr>
<tr>
<td>Steering boxes</td>
</tr>
<tr>
<td>Steering rakes</td>
</tr>
<tr>
<td>Steering ball joints and swivels</td>
</tr>
<tr>
<td>Seat belts</td>
</tr>
</tbody>
</table>
Section Two – Loss and Damage

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

Whereas the Insured has applied to RAK Insurance National Insurance Company PSC (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.
Definitions

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

Policy
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.

Company (Insurer)
The insurance company that is licensed to operate inside the State according to the laws and regulations issued in the State and accepts to insure the motor vehicle and has issued the Policy.

Insured
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.

Motor Vehicle Driver (Licensed Driver)
The insured or any person who drives the Motor Vehicle by the permission 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, motorcycle or any other device that works through a mechanical force, and its specifications are described in the Policy.

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 thirty days from the date of accident.

Rider
Every special agreement between the parties in supplement to the basic coverages under this Policy from the date of accident.

Premium
The consideration that is paid or undertaken to be paid by the Insured in return for insurance coverage.

Basic Deductible
The amount paid by the Insured according to the Schedule of Deductibles attached to this Policy per accident.

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

Natural Disaster
Any general phenomenon that arises from nature such as floods, tornados, hurricanes, volcanoes, 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 country.

Flood
An event that occurs within the concept of Natural Disasters.
Definitions

**Road**
Every road open and available to the 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.

**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.

**Insurance Period**
The period of time of motor vehicle insurance up to the end of the thirteenth month from the commencement of the insurance.
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 email, 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 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.
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 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 insure 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 expert's 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.
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 Insured may charge the Insured who caused an accident an additional deductible as follows:
   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.
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.
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, tornados, 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’état, 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 causer 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.
Chapter Five: Recourses 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.
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.
Schedule No. (1)

Depreciation percentages, except for Taxi vehicles, Public Transport vehicles and Rental vehicles, according to the date of first registration and use

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>-</td>
</tr>
<tr>
<td>Second</td>
<td>5%</td>
</tr>
<tr>
<td>Third</td>
<td>10%</td>
</tr>
<tr>
<td>Fourth</td>
<td>15%</td>
</tr>
<tr>
<td>Fifth</td>
<td>20%</td>
</tr>
<tr>
<td>Sixth and above</td>
<td>30%</td>
</tr>
</tbody>
</table>

Schedule No. (2)

Depreciation percentages for Taxi vehicles, Public Transport vehicles and Rental vehicles according to the date of first registration and use

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last six months of the first year</td>
<td>10%</td>
</tr>
<tr>
<td>Second</td>
<td>20%</td>
</tr>
<tr>
<td>Third</td>
<td>25%</td>
</tr>
<tr>
<td>Fourth</td>
<td>30%</td>
</tr>
<tr>
<td>Fifth</td>
<td>35%</td>
</tr>
<tr>
<td>Sixth and above</td>
<td>40%</td>
</tr>
</tbody>
</table>
### Schedule No. (3) – Deductibles

<table>
<thead>
<tr>
<th>Motor Vehicle</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and its value does not exceed AED 50,000</td>
<td>Maximum AED 350 / per each accident</td>
</tr>
<tr>
<td>Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 50,000 and not exceeding AED 100,000</td>
<td>Maximum AED 700 / per each accident</td>
</tr>
<tr>
<td>Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 100,000 and not exceeding AED 250,000</td>
<td>Maximum AED 1,000 / per each accident</td>
</tr>
<tr>
<td>Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 250,000 and not exceeding AED 500,000</td>
<td>Maximum AED 1,200 / per each accident</td>
</tr>
<tr>
<td>Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 500,000</td>
<td>Maximum AED 1,400 / per each accident</td>
</tr>
<tr>
<td>Private vehicles where the permissible number of passengers of which exceeds (9) passengers does not exceed (12) passengers</td>
<td>Maximum AED 1,500 / per each accident</td>
</tr>
<tr>
<td>Private vehicles the permissible number of passengers of which exceeds (12) passengers, rental vehicles, and trucks where the tonnage of which exceeds (3) tons</td>
<td>Maximum AED 1,700 / per each accident</td>
</tr>
<tr>
<td>Trucks where the tonnage of which exceeds (3) tons and passenger buses and industrial vehicles for construction and agricultural works</td>
<td>Maximum AED 4,500 / per each accident</td>
</tr>
</tbody>
</table>

### Schedule No. (4) – Short Rate Schedule – Percentage of Recoverable Premium

<table>
<thead>
<tr>
<th>Policy validity period</th>
<th>Recoverable premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>A period not exceeding one month</td>
<td>80%</td>
</tr>
<tr>
<td>A period exceeding one month and not exceeding four months</td>
<td>70%</td>
</tr>
<tr>
<td>A period exceeding four months and not exceeding six months</td>
<td>50%</td>
</tr>
<tr>
<td>A period exceeding six months and not exceeding ten months</td>
<td>30%</td>
</tr>
<tr>
<td>A period exceeding ten months</td>
<td>Nil</td>
</tr>
</tbody>
</table>
Annex One: Optional Riders

Accidents to Passengers (Excluding Driver)

In consideration of the payment of an additional premium it is hereby understood and agreed that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by any of the insured employees of the insured. Other than the Insured and/or his driver whilst mounting into dismounting from or travelling in but not driving and motor car described in the schedule hereto and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:

1. Death or permanent disability AED 200,000.
2. Total and irrecoverable loss of all sight in both eyes AED 200,000.
3. Total loss by physical severance at or above wrist or ankle of both hands and both feet or of one hand together with one foot AED 200,000.
4. Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye AED 200,000.
5. Total and irrecoverable loss of all sight in one eye AED 100,000.
6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot AED 100,000.
7. Permanent partial disablement as per the percentage of disability set by an authorised medical committee based on 100% capital sum insured AED 200,000.
8. Medical or surgical treatment consequent upon such injury up to a limit of AED 5,000 per person per accident and in the aggregate.

Provided always that:

a. The compensation that the Company shall be liable to pay only of items (1) to (6) and for item (7) independently or in addition to any of the items (5) or (6) depend to the case for any of these persons insured as a result of any one accident provided that the total liability of the Company shall not in the aggregate exceed the sum of AED 200,000 per such person during any one period of insurance.

b. No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to:
   1. Intentional self-injury, suicide or attempted suicide physical defect or infirmity; or
   2. An accident happening whilst such person in under the influence of intoxication liquor or drugs.

c. Such compensation shall be payable only with the approval of the Insured and directly to the injured person or his/her legal representative whose receipt shall be a full discharge in respect of the injury to such person.

d. Such compensation not to accumulate with any Court award for blood money and/or bodily injury recovered therefrom or paid under the provision of any indemnity contract the amount of such compensation shall stand to be excess of that award or indemnity.

e. Not more than the authorised number of persons should be in the said motor car at the time of the occurrence of the injury.

Subject otherwise to the terms, provision and conditions of this Policy.
Annex One: Optional Riders

Accidents to Drivers (Excluding Passengers)

In consideration of the payment of an additional premium it is hereby understood and agreed that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the driver as specified in the schedule in direct connection with any motor car described in the schedule hereto and caused by violent accidental external and visible means which independently of and other cause shall within three calendar months of the occurrence of such injury result in.

1. Death or permanent disability AED 200,000.
2. Total and irrecoverable loss of all sight in both eyes AED 200,000.
3. Total loss by physical severance at or above wrist or ankle of both hands or both feet or of one hand together with one foot AED 200,000.
4. Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye AED 200,000.
5. Total and irrecoverable loss of all sight in one eye AED 100,000.
6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot AED 100,000.
7. Permanent partial disablement as per the percentage of disability set by an authorised medical committee based on 100% capital sum insured AED 200,000.
8. Medical or surgical treatment consequent upon such injury up to a limit of AED 5,000 per person per accident and in the aggregate.

Provided always that:

a. The compensation that the Company is committed to pay is limited according to one of items (1) to (6) above or in accordance to item (7) independently or in addition to any of the items (5) or (6) depend to the case for any of these persons insured as a result of any one accident and the total liability of the Company shall not in the aggregate exceed the sum of AED 200,000 during any one period of insurance in respect of any such person.
b. No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to:
   1. Intentional self-injury, suicide or attempted suicide physical defect or infirmity; or
   2. An accident happening whilst such person in under the influence of intoxication liquor or drugs.
c. Such compensation shall be payable only with the approval of the Insured and directly to the injured person or his/her legal representative whose receipt shall be a full discharge in respect of the injury to such person.
d. Such compensation not to accumulate with any Court award for blood money and/or bodily injury recovered therefrom or paid under the provision of any indemnity contract the amount of such compensation shall stand to be excess of that award or indemnity.
e. Such person is not less than 18 not more than 65 years of age at the time of such injury.

Subject otherwise to the terms, provision and conditions of this Policy.
Annex One: Optional Riders

Optional Riders for Loss and Damage

Tool of Trade (For Commercial Vehicles only)
Notwithstanding anything contained herein to the contrary, it is hereby agreed and understood that the indemnity provided by this policy shall be extended to indemnify the Insured in respect of claims made against him for loss or damage to Third Party Property and/or bodily injury to persons, caused by any accident arising out of, incidental to or happening in connection with any equipment used as a tool of trade in connection to the insured operations inside closed or open sites, under the insured employee custody, control and management, if this cover is specifically opted by the insured by payment of additional agreed premium and the same is stated in the coverage summary attached to the Policy Schedule provided to the Insured.

This cover is available to insured vehicles used for commercial purposes only.

Orange Card (Third Party Liability for Oman)
The geographical area of the cover under Section A.1 (Third Party Liability) is extended to cover Sultanate of Oman, if this cover is specifically opted by the insured by payment of additional agreed premium and the same is stated in the coverage summary attached to the Policy Schedule provided to the Insured.

Insured has to visit any of RAK Insurance Branches to collect the Orange Card document which needs to be carried while driving in the Sultanate of Oman.
Annex One: Optional Riders

Optional Riders for Loss and Damage (cont’d)

Emergency Roadside Assistance

RAK Insurance has partnered with International Motoring Club (IMC) to provide Emergency Roadside Assistance as per the below terms and conditions.

The Emergency Road assistance service if being opted and paid for will only insure subject to the following terms and Conditions.

1. **Vehicle Towing Services**: If there is a breakdown or an accident, IMC will tow the vehicle to the dealer’s garage or within the Emirate or intercity or to any garage of the Insured’s choice within UAE borders.

2. **Battery Boost Service**: Where the vehicle’s battery is dead for whatever reason, IMC will jump-start the vehicle to enable the Insured to carry on with their journey, or IMC will tow the vehicle to the dealer’s garage/nearest garage or to the garage of Insured’s choice within UAE borders. **IMC will not provide any new battery or any replacement of battery.**

3. **Lock out Services**: If the keys are locked inside the vehicle, IMC will make attempts to gain access to key to enable the Insured to carry on with their journey.

4. **Flat Tyre Service**: IMC will change the flat tire with a spare tire. If no spare tire is available, IMC will tow the vehicle to the dealer’s garage or a nearest garage within UAE borders. **(No new tyre and/or replacement will be provided by IMC).**

5. **Fuel Delivery Service**: IMC will deliver fuel direct to the Insured should they run out of fuel. The Insured only has to pay the cost of the fuel.

6. **Car Registration Renewal Service**: Vehicle registration renewal service will be provided to the Insured, one complimentary service per year applicable to one car per Insured. **Vehicle registration renewal service includes:**
   - Collecting the car, documents and the RTA fees from the Insured.
   - Getting the vehicles tested and passed.
   - Getting the Mulkiya renewed
   - Handing the car, documents and RTA fees paid receipt back to the Insured.

**Conditions:**
- The reservation must be done with IMC 48 hours prior to registration renewal.
- In order to avail the vehicle registration renewal service, the Insured must provide all the documents and information required by the traffic department.
- The Insured is also responsible for the settlement of all traffic fines and other traffic department charges.
- IMC will collect the vehicle key and documents from the member from a single location as mutually agreed.
- Vehicles less than 3 years old do not need to be brought to the passing center, in those cases IMC will only take the documents and the registration fees and get the Mulkiya renewed. The vehicles will be collected only from the Emirate in which they are registered and the renewal service is applicable for a single attempt only.
Annex One: Optional Riders

Emergency Roadside Assistance (cont’d)

- In the case of failure in passing the car on inspection, the car will be returned with the comments from the inspection office.
- The service will only be provided once a year and any subsequent services are not free of charge, however the customer can avail the services at a nominal fee of AED 150.00 per additional runs.
- The vehicle registration renewal service does not apply to export, sale or transfer of vehicles nor does it apply to any commercial vehicles or motor cycles.

7. Off-Road Assistance: Off road recovery will be provided to Insured. Off-road recovery is only provided if a break down happens, accident happens or vehicle gets stuck during the normal course of driving.

Conditions:
- If vehicle cannot be driven due to an accident or mechanical breakdown, IMC will tow the vehicle to the dealer’s garage or a nearest garage.
- The time required to reach the customer for off-road recovery depends on the location and accessibility to the location of the vehicle.
- Vehicles participating in any desert event or rally are excluded.
- This service is limited to 3 times in a year.
- Off Road Assistance includes sandy or off road areas pull-out, desert pull-out, basement parking pull-out.

8. International Driving License: Insured is entitled to a discount of 10% on International Driving License Fees

Conditions:
- Members will have to submit a copy of his/ her valid UAE driving license, 2 passport size photographs along with the signed application form.
- Members can call the toll free for office location.

9. Automobile Related Discounts Offer: Insured is entitled to avail discounts at selected automobile related service outlets in UAE. The discount offers are subject to the terms and conditions specified in the discount offer pamphlet provided along with Policy schedule.

General terms and conditions applicable to Emergency Roadside Assistance Services

- Response Time: Response time is a maximum of 45 - 60 minutes within emirate limits. On Highways or out of emirate limits, the response time would depend upon the distance, road conditions in that particular area, weather and all other unavoidable circumstances, which are out of human control, but where no problems exist, a maximum of 3 hours. The above services will be limited to all vehicles weighing up to 3 tons.

- Membership Usage and Validity: Roadside Assistance program for the Insured is valid for 13 months from the date of activation of the Motor policy.

- Geographical Coverage: Roadside assistance will be provided to the Insured across the entire geographical coverage of UAE and extended services will be provided to resident customers driving in Oman. Extended services will be free for the first 100 kms and will be taken to closest garage. Additional distance will be charged at AED 3.00 per KM to the customer. Extended services outside UAE will be taken to the nearest garage in that country and hence no inter country transfer is permitted.
Annex One: Optional Riders

Emergency Roadside Assistance (cont’d)

Hold Harmless and Disclaimer
RAK Insurance and/or its subsidiaries and affiliates, and their respective directors, officers and employees, shall not be liable for any delay and/or non-satisfaction and or failure of IMC service to Insured and thereby RAK Insurance are not held responsible against any and all claims, suits, actions, proceedings, or liabilities of any kind, including attorney’s fees and expenses, arising out of its wrongful conduct, professional advice, omission or the fault from RAK Insurance or its directors and or employees.

Premium refund
Premium applicable for the Emergency Roadside Assistance benefit is not refundable under any circumstances.

Rent a Car

RAK Insurance has partnered with International Motoring Club (IMC) to provide Rent A Car service.

The Rent a Car service if being opted and paid for will only insure in the event of an accident and Insured shall benefit while their insured car/vehicle is at the workshop for repairs in respect of a valid claim and accident under the Motor policy.

The Rent A Car service is also available in case of total loss to the Insured’s vehicle but for a maximum of 5/7/10/15 days selected by policy holder, a valid claim needs to opened with RAK Insurance to obtain the service.

Notwithstanding to the above it is also agreed that the service is subject to the following term and Conditions:

- The car will be delivered to the Insured at their doorstep (within emirate limits) and will be picked up, or the Insured can drop the car off at the designated offices.
- The service will be provided through IMC call center on a dedicated number.
- All cars/vehicles provided by IMC during the ‘Initial Term’ of the Agreement shall be a 1.6 / 2.4 liter engine capacity based on the Insured’s eligibility, Hatch Back or Saloon 2014 - 2015 models and thereafter models bearing the then current year of manufacture for every year comprised under the ‘Renewal Term’. Members opting for a higher end car may be do so by paying additional charges as applicable to IMC for which RAK Insurance will play no role.

Rent a Car process

- IMC will deliver the valet car to the Insured’s location within emirate limits.
- As agreed with the Insured IMC will collect all the required documents such as passport copy, driving license copy and the imprint of the Insured credit card where the Insured chooses to tender remittance by way of a credit card.
- An amount of AED 1000 will be blocked from the Insured’s credit card and a blank imprint will be taken from the Insured. This blocked amount shall be returned to the Insured 21 working days after the return of the vehicle.
- If there are any traffic fines / SALIK payments to be made, this will be charged on this blocked amount and imprint.
- Fuel used in running the vehicles during lease or lease replacement will be payable by the Insured. The Insured shall receive the lease vehicle with full tank of petrol and will be expected to return the vehicle at the time of returning the vehicle to the Owner with the fuel gauge at the same level. The difference in fuel balance, being tank full to tank full; signifying consumption of fuel by the Insured up and until the time of replacement or collection of the leased vehicle due for service, repair or accident or upon surrender of the leased vehicle (Off-Hire) whether at the end of the ‘Free-Hire’ period or the ‘Post-Hire Period’ as the case shall be, will be charged to the Insured as per the fuel Tariff rate being levied by the IMC to its clients at that time. The Hired vehicles during the currency of this Agreement shall remain at IMC premises and will be delivered to various locations to various Insureds during the term of hire by the IMC.
Annex One: Optional Riders

Rent a Car (cont’d)

- The Insured shall be liable to pay all fines or other related costs including SALIK charges incurred due to any traffic violations during continuation of this lease. The Insured shall be liable to settle all fines for Traffic violations without demur related to the leased vehicle, occurring during the period of the lease, irrespective of the intimation of the violation being received inordinately delayed from the Competent Authorities (even if it is after the vehicle has been off-hired by the Insured). 10% service charge will be levied for settling all traffic violations with the Competent Authority. A copy of the violation will be sent to the Insured on request, as and when received from the Competent Authority. All additional Government levies for settling any fines will be payable by the Insured. In the event the Insured trespasses the yellow line or infringes any other traffic rule in force, which leads to impounding of the vehicle by the Authorities, the Insured will be responsible to pay the monthly lease rental up until the vehicle is released by the police along with any charges that may have been incurred by IMC to facilitate the impounded vehicle’s release. No free of cost, replacement vehicle shall be provided in place of the impounded vehicle, during its period of detention with the Authorities.

Driver's Eligibility Criteria

- The Insured should be more than 21 years of age, holding a valid United Arab Emirates driving License.
- The Insured shall drive within the territory of the United Arab Emirates and or any person holding a valid license and driving with the consent of the Insured.
- IMC shall obtain a copy of Valid Driving License from the Insured along with a copy of the Passport, the resident Visa copy and the Credit card imprint where the Insured chooses to tender remittance by way of a credit card at the time of handing over the leased vehicle for their usage.
- IMC reserves the RIGHT TO REFUSE, to let the Insured to drive the said hired vehicle, if there is corroborative information available with IMC regarding the unsuitability of the said Insured to drive. IMC’s decision in this regard shall be final, where substantiated, but the rejection of the Insured shall not be on unreasonable or unsubstantiated grounds.

The following conditions will be observed during the lease to the Insured

- The Insured drivers of the leased vehicle are 21 years of age or above and holding a valid driving license issued by the Competent Authority for Insurance coverage to be applicable.
- The vehicle will not be used for any motor sports, rallying, towing, Off Road usage, material cartage activity (except light personal luggage) or any other activities that may damage the vehicle. Insured is responsible for any damage to the vehicle due to any misuse, which shall be charged by IMC and paid for by the Insured without demur on first demand.
- The vehicle will not be used for transportation of any illegal or banned substances (alcohol, drugs, corrosive material, etc.) or transport of merchandise or transport passengers for hire or any other illegal act. In case of fines or confiscation of the vehicle due to any of the above mentioned activities, the Insured shall be responsible for payment for all damages to IMC such as full value of the vehicle, fines, claims of passengers or third party and loss of income and other related expenses. The Insured (Loyalty Card Holder) shall indemnify IMC against any penalty, legal proceedings or prosecutions launched by the competent authorities due to such illegal use of the hired vehicle.

Insurance

- Scale of compensation: IMC will comprehensively insure the Vehicle with sufficient TPPD coverage at their own expense. In the event of an accident or damage to the vehicle when the vehicle is in the Insured’s possession, and where such accident or damage is caused by the Insured, the Insured will be responsible for the first AED 750/- (Excess Insurance Charge). The said insurance shall cover any loss or damage that may result to the vehicle including collision, overturning, fire and explosion, in addition to physical damage or injury to the passengers, third parties or their property by the subject vehicle.
Annex One: Optional Riders

Rent a Car (cont’d)

The scale of compensation payable due to accidents, physical injuries or death caused due to the usage of the leased vehicle during valid lease period will be limited to and settled entirely on the basis of the insurance coverage and the Courts’ decision.

- **Applicability:** For the insurance coverage to be applicable, it is mandatory for the Insured to obtain a police report and submit it to IMC.

The existing Insurance coverage is applicable only within United Arab Emirates territory. The vehicle should not be driven / taken out of the territory of United Arab Emirates without IMC’s written permission.

The insurance coverage will not be applicable in following cases:
- The person driving the vehicle not holding a valid UAE or RTA approved driving license.
- The Insured during the currency of the Hire Period sublets the vehicle without the consent IMC.
- The driver driving the vehicle is under the influence of alcohol or drugs at the time of accident.

In such cases the Insured is liable to pay for all damages to the vehicle, third party expenses, claims of the passengers in the vehicle and the total number of days the vehicle is under repair in the workshop or impounded by the authorities and fines that may be imposed by the Competent Authorities. The Insured shall indemnify IMC against all liabilities that may be imposed or accrued to IMC due to Insured’s unlawful usage of the leased vehicle. The Insured is completely and exclusively responsible for any loss or damage to his/her belongings kept in the vehicle, as there is no extra insurance coverage arranged by IMC in this regard.

**Accidents**

In the event of an accident or any damage to the vehicle including missing parts, the Insured must not remove the vehicle from the scene of mishap unless otherwise instructed to by the police or such other competent authorities. The police should be informed immediately and a police report must be obtained from the police. “No objection for repairs” certificate will not waive the liability of the Insured for the accident and hence a police report is mandatory. IMC’s service desk should then be notified to provide assistance. Damaged vehicles will not be accepted back without a valid police report giving permission to repair the vehicle. The Insured must hand over the report to IMC within 48 hours unless delayed by reasons beyond his capacity or control. This report must be obtained at the time of the damage itself as soon as any damage to the vehicle is caused or discovered. In the event of a police report is not submitted or until a police report is submitted to IMC, the Insured is liable to pay for rent and all the damages to the vehicle and other parties and rent of any replacement vehicle that may be requested, The Insured directly without IMC’s written consent or concurrence, which consent shall not be unreasonably refused, should carry out no repairs or replacement of parts of the hired vehicle.

**Salik Charges**

- There will be a recurring charge of AED 5.00 per crossing, for all crossings of Salik Gates. The charges will be added to the Insured’s rental invoice payable by the Insured at the time of settlement of invoices. Incase due to a technical fault, the charges either partially or fully are not immediately communicated at the time of settlement off-hire of the vehicle, then the balance charges will be subsequently communicated when observed and will be payable by the Insured to IMC without demur and on First Demand.
- Penalties if any charged by Authorities related to any infringement of Salik rules (except related to lack of toll credit in Salik Tag) shall be charged to the Insured by IMC, on receipt of intimation from the concerned Authorities. The Insured undertakes to pay such penalties along with 10% service charge on the first demand without demur.
- This clause and all charges related to Salik are based on the current information available from RTA related to Salik. Any changes amendments to the rules & regulations and charges shall be communicated and implemented as and when received and shall be notified both to RAK Insurance and to its Insured and shall form an integral part of this Agreement.
Rent a Car (cont’d)

Save Harmless & Disclaimer

RAK Insurance or its subsidiaries and affiliates, and their respective directors, officers and employees, shall be not liable for any delay and or non-satisfaction and or failure of IMC service to policyholder and thereby RAK Insurance are not held responsible against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable attorney’s fees and expenses, arising out of its wrongful conduct, professional advice, omission or the fault from RAK Insurance or its directors and or employees.

Premium refund

Premium paid to avail the Rent a Car benefit is not refundable under any circumstances.
Annex Two: How to make a Claim

In the event of any claim contact RAK Insurance on 800 RAKI (7254) or email: motorclaims@rakinsurance.com.

Police Report, Emirates ID, Driving License, Vehicle Registration Card (Mulkiya) and all other proof of loss required by the Company shall be provided at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe.