



Motor Trade External Insurance

Policy Booklet

Welcome to Liva Insurance

Congratulations on becoming insured with Liva, we are the result of a merger between two dynamic and pioneering companies, RSA and National Life & General Insurance Company. This makes us the region's leading multi-line insurance group. Through our combined historic experience, we have been providing motor, home, travel, liability, and various business insurances in the GCC region for over 80 years and for 1.5 million happy customers.

Liva exists to instill confidence in your life to live the life you want, well prepared for the unexpected.

Why? Because great insurance is about the right amount of preparedness. Having a listening ear and helping hand at any time, and every time. Having the coverage itself and all related services under one roof.

Inside this booklet, you'll find all the details about what your policy covers and what it doesn't. It also contains important information about our dedicated helpline and the simple process for making a claim.

Please take a moment to read through your policy booklet carefully and digitally store it in a secure place for future reference.

We welcome you to the Liva family and wish you a safe and hassle-free year

Liva Insurance
Life's good when you're covered.

مرحباً بك في "ليفا" للتأمين

تهانينا على حصولك على تغطية تأمين من "ليفا"، مجموعة التأمين متعددة المنتجات التأمينية الرائدة في المنطقة والتي توفر تغطيات تأمين على السيارات والمنازل والتأمين أثناء السفر والتأمين الصحي والتأمين على الحياة والعديد من تغطيات التأمين التجاري المتنوعة لأكثر من 80 عاماً في منطقة دول مجلس التعاون الخليجي وتقدم خدمات تأمين تحظى برضا واستحسان ما يزيد عن 1.5 مليون عميل. و"ليفا" هي العلامة التجارية الجديدة لشركتين ديناميكيتين كانتا تعرفان سابقاً باسم رويال آند صن ألابانس والشركة الوطنية للتأمين على الحياة والعام والحائزين على العديد من الجوائز التقديرية.

تم إطلاق علامة "ليفا" لغرس الثقة لديك ولتنعم بأسلوب الحياة الذي لطالما كنت تحلم به، ولتكون على أهبة الاستعداد لمواجهة الظروف غير المتوقعة.

لماذا "ليفا"؟ لأن التأمين الفعال هو الذي يمنحك القدر الكافي من الاستعداد الأنسب والجاهزية القصوى لكل ما هو غير متوقع، والمصمّم نتيجة الإصغاء لمتطلبات العملاء، وتقديم العون لهم في أي وقت وكل وقت يحتاجونه. بمعنى آخر، إنه التأمين القادر على تزويدك بالتغطية المطلوبة ذاتها وكافة الخدمات ذات الصلة تحت مظلة واحدة.

ستجد في هذا الكتيب التعريفي جميع التفاصيل المطلوبة حول مجمل تغطيات التأمين المتاحة وغير المتاحة في بوليصة. كما يحتوي الكتيب على معلومات مهمة حول خط المساعدة المخصص لدينا والخطوات المبسطة الممكن اتباعها لتقديم المطالبة.

يرجى تخصيص بعض الوقت لقراءة كتيب البوليصة الخاص بك بعناية وتخزينه رقمياً في مكان آمن على أحد الأجهزة المتوفرة لديك بحيث يمكنك الرجوع إليه بسهولة مستقبلاً عن اللزوم.

نرحّب بك مجدداً في أسرة "ليفا"، ونتمنى لك عاماً من القيادة الآمنة والخالية من المتاعب.

"ليفا" للتأمين

الحياة حلوة وانت مؤمن

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SECTION 1 - LOSS OR DAMAGE TO THE INSURED VEHICLES (EXTERNAL – ROAD RISKS COVER)

DEFINITIONS:

Authorized Driver/ Insured Driver/ Licensed Driver

Shall mean the insured or any person:

Driving the insured vehicle with the consent of the insured;

25 years of age or more;

Holding a license to drive the specific type of vehicle insured herein in accordance with the UAE traffic laws and regulations and has not had his/her license withdrawn by order of a Court of Law or traffic regulations and/or is not under the influence of alcohol or drugs at the time of accident

Authorized Driver shall be the insured or any one of the Insured's employee or potential buyer or insured's clients test driving the vehicle in connection with demonstration provided such driver is always accompanied by the insured or insured's employee

Business

The activities undertaken directly in connection with the business as specified in the Policy Schedule

Excess

Amount the insured must pay as the first part of each claim

Insured Peril

Insured peril means any cause not otherwise excluded

Insurer

Insurer means the party specified in the Policy Schedule, Liva Insurance (Middle East) B.S.C. (c)

Insured Vehicle

Insured vehicle means:

- a) Customers motor vehicle held in trust for which the insured is legally responsible.
- b) Customers disabled motor vehicle of a kind described above for the purpose of being towed

Insured vehicle shall not include any vehicles mentioned in the Policy Schedule as excluded

Insured

The persons or organization named as the policyholder in the Policy Schedule

Motor Trade Insurance

A Motor Trade Insurance policy is taken out by someone who runs a business involving anything to do with cars, motorbikes and vans such as buying and selling cars, repairing and servicing, valeting or running a garage. It provides cover for businesses that have a customer's vehicle under their care, custody or control

Policy Schedule

The document which specifies the insured's details, the sections of the insurance policy that apply, and any endorsements

Portable Electronic Devices (Ped)

Cellular Communication Devices such as Mobile/ Smart phones and pagers.

Computing Devices such as laptop, notebook, tablet, hand-held, iPad, eBook and PDAs, handheld consoles

Media Players & Audio Recorders such as Mp3/Mp4 players, DVD/CD players, Audio Recorders, Audio Headsets and iPods.

Photographic & Video Equipment such as camera and camcorders.

Personal Timing Equipment such as watches and clocks.

Personal Medical Devices & Instruments such as hearing aids, heart pacemakers, neuro stimulators and other implanted medical devices, Medical Portable Electronic Device (M-PED) such as POCs, ventilators, respirators, nebulisers or CPAP machines

Premises

The building(s) specified in the address(es) stated in the Policy Schedule occupied by the insured in connection with the business.

Period Of Insurance

The period from the effective date shown in the Policy Schedule up to one year or any other period that the insurer has agreed

COVER AND BENEFITS:

The insurer will indemnify the insured if the insured vehicle is damaged by:

1. fire, self-ignition, lightning or explosion; or
2. theft or attempted theft; or
3. accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear; or
4. any other cause not excluded;

whilst such insured vehicle is on the road or is temporarily garaged during the course of a journey elsewhere than in or on any premises owned by or in the occupation of the insured, provided that:

- a) such loss, theft or damage occurs during the period of insurance;
- b) such loss, theft or damage occurs within the territorial limits;
- c) the liability of the insurer under this insured section will not exceed the sum(s) insured or any applicable sub-limit, for cover granted by extensions to this section.

CLAIMS SETTLEMENT

The insurer may at their own option repair, reinstate or replace the insured vehicle or pay in cash the amount of the loss or damage.

The maximum amount payable by the insurer for any claim for loss or damage will be the market value of the parts lost or damaged immediately prior to the loss or damage and the

reasonable cost of fitting such parts, limited to the reasonable market value of the insured vehicle and not exceeding the limit of indemnity stated in the Policy Schedule or in any endorsement applicable, unless you are entitled to claim for a new replacement vehicle cover granted by an extension to the insurance policy.

In addition to indemnity for the damage, the insurer will also indemnify the insured for:

1) the reasonable costs up to a maximum of AED 1,000 for protection and removal of the insured vehicle to the insured's nearest premises within the territorial limits if it is disabled as a result of the damage.

The insured shall take all reasonable precautions to maintain the vehicle and or trailer in a roadworthy condition and protect it from damage and/or loss.

TOTAL LOSS CONDITION

On the occurrence of an accident, in case the repair costs of the insured vehicle exceeds 50% of the market value of the insured vehicle at the time of the accident, the insured vehicle will be declared a total loss.

The insurer will replace the damaged insured vehicle in case of total loss, with another motor vehicle of the same make, model, additions and pre-accident condition unless the insured requests that the insurer pay them the amount in cash; in which case, the insurer shall accept the insured's request.

If the insured vehicle is a total loss, and the insurer compensates the insured on that basis, the salvage will be deemed property of the insurer.

If to the knowledge of the insurer, the insured vehicle is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of the insured vehicle under this insured section shall be made to the insured described therein whose receipt shall be a full and final discharge of the insurer's liability in respect of such loss or damage, subject to the ownership being transferred in the name of the insurer.

WHAT IS NOT COVERED:

1. Damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving the insured vehicle.
2. Loss suffered through the obtaining of an insured vehicle by deception.
3. Loss of or damage caused by any faulty part or accessory, by poor workmanship or by work carried out on the insured vehicle by the insured or anyone acting on their behalf.
4. Diminution in value or perceived loss of value of the insured vehicle following repair thereof.
5. The first part of each claim (the excess) for each incident as specified in the Policy Schedule.
6. Loss of petrol, diesel or LPG fuel.
7. Damage to the insured vehicle arising from it being impounded as a result of a road traffic accident or vehicle

license offence or custom and excise offence

8. Any damage to the insured vehicle intentionally caused by or incurred with the consent or connivance of the insured.
9. Loss of use of the insured vehicle or any other consequential loss.
10. Mechanical, electrical, electronic, computer failures or breakdowns and breakages unless caused by an insured incident.
11. Amount in excess of the price shown in the manufacturer's last list price at the date of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.
12. Accident, injury, loss or damage occurring while the insured vehicle is being used for racing and/or speed tests.
13. Damage to audio and video reproducing equipment and media, radar detection equipment and electronic satellite navigation equipment which is not originally installed in the vehicle by the vehicle manufacturers.
14. Loss of or damage to the insured vehicle arising directly or indirectly from
 - a) overloading or strain
 - b) Flood, storm, typhoon, cyclone, tornado, tsunami, hurricane, rain, hailstorm, windstorm, wind, sandstorm or any other atmospheric disturbances, volcanic eruption, earthquake or other convulsions of nature.
15. Loss or damage while the insured vehicle is being driven on the road, by a person:

Driving the insured vehicle without the consent of the insured;

Less than 25 years of age;

Not holding a license to drive the specific type of vehicle insured herein in accordance with the UAE traffic laws and regulations and/or has had his/her license withdrawn by order of a Court of Law or traffic regulations and/or is currently disqualified from holding or obtaining a driving license and/or does not fully comply with the conditions of their driving license and/or is under the influence of alcohol or drugs at the time of accident.

16. Loss or damage to tools of trade, personal belongings, portable electronic devices, documents or goods carried in or on the insured vehicle.
17. Wear and tear or depreciation or that part of the cost of repair which improves the insured vehicle beyond its condition at the time of the loss or damage.
18. Damage to the insured vehicle whilst it is being kept in any premises owned or occupied by the insured.
19. Loss of or damage to the insured vehicle arising from theft or attempted theft if:
 - a) the insured vehicle has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof have been left open or unlocked when the

insured vehicle is parked and unattended; and

- b) the keys or other device which unlocks the insured vehicle have been left in or on the insured vehicle or not removed to a safe and secure place.

20. Loss or damage where the insured fails to:

- a) take all reasonable precautions to maintain an insured vehicle in a roadworthy condition; and
- b) protect it from damage and/or loss

21. Loss or damage to accessories or spare parts by theft, burglary or breaking-in unless the insured vehicle is stolen at the same time.

CONDITIONS:

1. The Policy Schedule shall be considered as a contract and any word or expression to which a specific meaning has been attached in any part of this Policy Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy Schedule shall be delivered to the insurer 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 efficient condition. The insurer 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. 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 insurer, with all relevant information. The insured shall forward to the insurer every letter, claim, writ, summons and process immediately on receipt.
5. All claims under this policy are subject to receipt of a Police Report, job card and driver's proof of employment with the insured (eg, Employment Visa copy or any other valid employment document)
6. No admission offer, promise or payment shall be made by or on behalf of the insured without the written consent of the insurer 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 insurer may require.
7. The insurer may cancel this Policy by providing a thirty days' notice by registered letter to the insured at his last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the

period the Policy has been in force or the Policy may be cancelled at any time by the insured on providing a thirty days' notice and (provided no claim has arisen during the then current period of insurance) the insured shall be entitled to a return of premium less pro rata portion thereof for the period the Policy has been in force.

8. If at the time when any claim arises under this Policy there be any other insurance covering the same loss, damage or liability, the insurer 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.
9. 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 insurer 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 4 of the General Conditions of this Policy.

10. The insurer 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 insurer 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 insurer 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

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

12. Any disputes arising out of this Policy fall within the jurisdiction of UAE Courts.
13. The damaged vehicles are to be repaired at the Insured's workshops.

GENERAL EXCLUSIONS:

1. Radioactive contamination exclusion

- a) Loss or damage to any property, or any loss or expense resulting or arising therefrom, or any consequential loss and
- b) Any legal liability directly or indirectly caused by, or contributed to by, or arising from
 - ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

2. War risk exclusion

Any loss, damage or liability caused by, or happening through, war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riot, strike or civil commotion.

3. Airside exclusion

The insurer shall not be liable under this Policy in respect of loss, damage or liability

- a) arising whilst an insured vehicle is being used on any part of an airport or airfield to which aircraft have access.
- b) more specifically insured under a Policy of Aviation Insurance or which would be insured by an Aviation Insurance Policy but for a provision in said Policy requiring the insured to bear part of the loss.

4. Terrorism exclusion

Damage, cost or expense or any consequential loss directly or indirectly caused by, resulting from, or in connection with

- a) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we allege that any damage, cost, expense or consequential loss is not covered by this policy the burden of proving the contrary will be with the insured.

If any portion of this exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect.

5. Terrorism exclusion

- a) jewellery, precious stones, precious metals, bullion, furs, curios, works of art or rare books.
- b) china, earthenware, marble or other fragile or brittle objects.
- c) portable electronic devices.
- d) money, stamps, bonds, credit cards, securities of any description and/or event or entertainment tickets.

SECTION 2 – MOTOR THIRD PARTY LIABILITY (EXTERNAL – ROAD RISKS COVER)

DEFINITIONS:

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

Accident

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

Bodily Injury

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

Company (Insurer)/ We/Us/Our

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

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.

Insured /You/Your/Policyholder

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

Injured Third Party

1. Any natural or corporate person, or their properties, which have suffered an injury or damage as a result of the accident, excluding the Insured, the Motor Vehicle Driver and passengers employed by the Insured if they are injured during and because of work.
2. The family members of the Insured and the Motor Vehicle Driver (spouse, parents and children) who caused the accident.
3. The driver of a Motor Vehicle allocated for rent, public transportation or a vehicle used to teach driving.

Insurance Application

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

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

Natural Disaster

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

Personal Accidents Endorsement

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

Premium

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

Policy

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

Property Damage

Damage to a Third Party's property.

Rider

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

Road

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

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).

Trailer

A vehicle designed to be pulled behind a Motor Vehicle,

truck or towing vehicle, including lightweight trailer (camper trailer), the weight of which does not exceed 750 kg and it so licensed according to the applicable Traffic Laws.

Third Party Liability

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

COVER AND BENEFITS:

The Unified Motor Insurance Vehicle Insurance Policy Against Third Party Liability issued pursuant to the Regulations of Unifying Motor Vehicle Insurance Policies according to Insurance Authority Board of Directors Decision No. (25) of 2016 Whereas the Insured has applied to Liva Insurance (Middle East) BSC(c) Company (hereinafter referred to as the "Company") for the insurance set herein below, and has agreed that the application is considered as the basis for and integral part of this Policy, and has paid or has agreed to pay the applicable premium, and the Company has accepted and represented to pay compensation to a Third Party/ Injured Party in case of any accident subject to this insurance, whether it emerges from the use or parking of the Motor Vehicle in the UAE during the insurance period;

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

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

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.
 - 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.

5. 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.
 - 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 maybe agreed upon or the limits of such liabilities and coverages maybe increased under a separate policy or an additional rider.
6. 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.
7. 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.
8. 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.
 - c) Replace the damaged Motor Vehicle in case of total loss, for another Motor Vehicle with the same make, model, additions and preaccident condition unless the Third Party/ Injured Party requests that the Company pay them the amount in cash; in which case, the Company shall accept the Insured's request.
 - d) The Company shall pay in cash to the Injured Party, upon their request, the amount of damages (loss or damage) of the damaged parts of the Motor Vehicle in whole any of its parts, accessories or spare parts and including the charges for installation and replacement of lost or damaged parts at the time of the accident in order to restore the pre-accident condition of the Motor Vehicle.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. The Injured Third Party may repair the damages that occur to the Motor Vehicle as a result of accident, provided that the estimated repair costs do not exceed the value of repair agreed upon in writing with the Company. The

Company may require a proof that the Motor Vehicle repairs have been completed.

15. 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
16. If the Motor Vehicle is considered as total loss, and the Company compensates the Injured Third Party on that basis, the salvage will be deemed property of the Company. The Injured Third Party may not be charged any expenses related to the transfer of the Motor Vehicle title or issuance of a certificate of ownership of the Motor Vehicle, provided that the Motor Vehicle is free of any obligations against Third Party such as traffic fines or otherwise.
17. a) In case of any conflict between the Company and the Injured Third Party concerning the value of damages or the amount of compensation or determination of the market value of the damaged Motor Vehicle, an Authority-licensed and registered Surveyor and loss adjuster will be appointed to determine the value of the damages or the amount of compensation at the Companies expense.
b) If the expert's opinion is not accepted, either party may request the Authority to appoint an expert licensed by it at the expense of that party, and that the expert's charges will eventually be borne by the party for whom the report was not in their favor.
18. 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.
19. 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.
20. 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.
21. 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 Motor Vehicle Passengers, except for the Insured and the Driver of the Motor Vehicle that has

caused the accident, and the passengers employed by the Insured if they are injured during and because of work. A person is considered a passenger if they are inside, getting in or out of the Motor Vehicle. The Maximum Liability of the Company for any claim or total claims arising from one accident is the value judicially awarded without any limit whatsoever, except for the spouse, parents and children and the liability of the Company will not exceed AED 200,000 (Two Hundred Thousand Arab Emirates Dirhams) per injured person in case of death. In case of disability, maximum liability will be adjusted by the percentage of disability to the amount of AED 200,000 (Two Hundred Thousand Arab Emirate Dirhams).

- b) Subject to paragraph (a) above, the liability of the Insurance Company shall be the value judicially awarded of any amount whatsoever, including the Third Party's judicial expenses and charges, except for fines. The Company shall pay compensation to the Third Party once the judgment becomes enforceable.
- c) As to the damages to items and properties (except for those owned by the Insured or the Motor Vehicle Driver at the time of the accident or the properties kept with them in trust or in their guardianship or possession), the insured amount of any claim or total claims arising from one accident is AED 2,000,000 (Two Million Arab Emirates Dirhams) regardless of the number of the persons whose properties are damaged, inclusive of necessary costs of movement of the damaged Motor Vehicle to the agency shop or other repair shops according to this Policy, as the case may be.
- d) The Company shall pay an amount of AED 6,770 to the provider of ambulance services and medical transportation to hospitals. The amount is per injured person that suffers from a bodily injury or death and is being given first aid and transported to a hospital as a result of an accident caused by a Motor Vehicle insured by the Company against Third Party Liability.
- 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 above mentioned causes.

4. The accidents that occur to the Insured, the Motor Vehicle Driver or the persons employed by the Insured if they are injured during and because of work, unless they have obtained additional coverage under a rider or another policy.

5. Airside exclusion

The insurer shall not be liable under this Policy in respect of loss, damage or liability

- i) arising whilst an insured vehicle is being used on any part of an airport or airfield to which aircraft have access.
- ii) more specifically insured under a Policy of Aviation Insurance or which would be insured by an Aviation Insurance Policy but for a provision in said Policy requiring the insured to bear part of the loss.

6. Exclusion for loss or damage to

- i) jewellery, precious stones, precious metals, bullion, furs, curios, works of art or rare books.
- ii) china, earthenware, marble or other fragile or brittle objects.
- iii) portable electronic devices.
- iv) money, stamps, bonds, credit cards, securities of any description and/or event or entertainment tickets.

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 specified in this Policy or the maximum number of passengers is exceeded or the Motor Vehicle was overloaded or its loading was not secured correctly or exceeds the limits of permissible width, length or height, provided that this is proven to be the proximate cause of the accident.
3. If it is proven that the Motor Vehicle was used in a speed race or test cases (in impermissible cases), provided that this is proven to be the proximate cause of the accident.
4. If following payment of the compensation it is proven that there is a violation of the laws, if the violation involves a willful felony or misdemeanor, as defined in the UAE's applicable penal code.

5. If it is proven that the Motor Vehicle was driven without obtaining the driving license for the type of Motor Vehicle according to the Traffic Laws and Regulations and the provisions of this Policy, or that the license granted to the Insured or the Motor Vehicle Driver was suspended by a courts order or by the concerned authorities or by virtue of traffic regulations, or that Motor Vehicle driving license was expired at the time of the accident, unless the driver manages to renew it within thirty days from the date of accident.
6. If it is proven that the Motor Vehicle Driver, or another person allowed by them to drive the Motor Vehicle caused the accident while being in an abnormal condition due to being under the influence of narcotics or alcohol that undermine the driver's ability to control the Motor Vehicle or medical drugs for which driving is medically prohibited. In case of rental vehicles, recourse will be made against the Motor Vehicle Driver (renter).
7. If it is proven that the accident occurred intentionally by the Insured or the Motor Vehicle Driver.
8. If the trailer, half-trailer or semi-trailer caused the accident and the Insured has not agreed with the Company to include it in the policy.
9. If the Motor Vehicle is used outside the road, as defined in this Policy, without any additional coverage.
10. If damages occur to the Injured Third Party as a result of theft or robbery of the Insured Motor Vehicle, recourse will be against the thief only.

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. 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.
2. The quotes of the State shall be competent to determine any dispute arising in connection with this Policy.

Schedule No. (1)

Depreciation Percentages for Parts of Private Motor Vehicles

YEAR	PERCENTAGE
First	-
Second	5%
Third	10%
Fourth	15%
Fifth	20%
Sixth and above	30%

Schedule No. (2)

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

YEAR	PERCENTAGE
First	-
Second	5%
Third	10%
Fourth	15%
Fifth	20%
Sixth and above	30%

Schedule No. (3)

Short Rate Schedule - Percentages of Recoverable Premium

POLICY VALIDITY PERIOD	RECOVERABLE PREMIUM
A period not exceeding one month	80%
A period exceeding one month to the end of the fourth month	70%
A period exceeding four months to the end of the sixth month	50%
A period exceeding six months to the end of the eighth month	30%
A period exceeding eight months	Nil

Schedule No. (4)

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

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

HOW TO RAISE A COMPLAINT

At Liva, we are committed to going the extra mile for our customers and wherever possible, exceeding their expectations. We aim to resolve any complaint or dispute you may have as quickly as possible. The following steps are part of our complaints and disputes procedures

Step 1 – Talk to us first-Notify us of the complaint

If you believe that we have not delivered the service you expected or you are concerned about any aspect of the service we have provided, please contact your Liva insurance advisor or appointed agent or broker.

We promise to:

- Fully investigate your complaint and keep you informed of progress
- Do everything possible to resolve your complaint and learn from our mistakes
- Use the information from your complaint to proactively improve our service in the future
- Acknowledge your complaint within 24 hours and try to resolve your concerns within 48 hours.

Step 2 – Contact the Liva Senior Complaints Manager

If you continue to be unhappy with our response, you may progress your complaint to the Liva Senior Complaints Manager on sr.complaintsmanager@ae.livagroup.com who will conduct a separate investigation and full review. We will issue a letter acknowledging your complaint and we will continue to keep you well informed of the further actions we will be taking to reach a suitable conclusion. You will receive a final response letter from us to conclude the complaint.

Step 3 – Seek an external review of the decision

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

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers fairly and giving them the best possible service at all times. If we have fallen short of this promise we apologise and aim to do everything possible to make things right.

