



Personal **Accident 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 أللانس والشركة الوطنية للتأمين على الحياة والعام والحائرتين 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 لطلبات 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 بوليستك. كما يحتوي الكتيب على معلومات مهمة حول خط المساعدة المخصص لدينا والخطوات البسيطة 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.

نرحب بك مجدداً في أسرة "ليفا"، ونتمنى لك عاماً من القيادة الآمنة والخالية من التناعب.

"ليفا" للتأمين

الحياة حلوة وانت مؤمن

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GENERAL PROVISIONS

1. The Insured or the Policyholder is requested to read this Policy carefully and to advise the Company immediately if there are any errors, or if any alterations or clarifications are required. Alteration will not be agreed to be effective retroactively, if advised after occurrence of an event giving rise to a claim and if relevant to such claim.
2. This Policy, the Schedule and any Memoranda or Endorsements thereon shall be read together and considered as one document and any word or expression to which a specific meaning has been given in any of them, shall bear such meaning wherever it may appear.
3. The words or expressions highlighted by **dark print** herein, have either been given the specific meanings or interpretations set out in the Definitions, or have been specifically described in the Schedule.

AGREEMENT

1. This Policy shall be evidence of the contract between them.
2. The **Proposal** shall be incorporated in and be the basis of the contract.
3. The Insured will pay the **Premium** in accordance with the **Premium Payment** Terms.
4. The Company will provide the Insurance specified herein, subject to the **Terms of this Policy**.
5. The following shall be conditions precedent to any liability of the Company to make any payment under this Policy:
 - a) Observance of the **Terms of this Policy** relating to anything to be done or complied with by the Insured or the **Insured Person**.
 - b) The truth of the statements and answers in the **Proposal**.

INSURANCE

1. If during the **Operative Time**, in any **Period of Insurance** and within the **Territorial Limits**, the **Insured Person** shall sustain accidental bodily injury which shall independently of any other cause, result within two years, in the death, disablement, or incurring of **Medical Expenses**, the Company will pay to the Insured the appropriate **Amount of Benefit in respect of the Benefit/s** claimed, subject to the provisions of the Conveyance Accumulation Limit Clause if stated in the Schedule to be applicable.
2. Death, disablement or **Medical Expenses** as the direct result of accidental exposure of the **Insured Person** to the elements, shall be deemed to have been caused by accidental bodily injury.

EXCEPTIONS

The Company shall not be liable in respect of –

1. **bodily injury** sustained by any person before such person attains the **Lower Age Limit**, or after the expiry of the **Period of Insurance** during which such person attains the **Upper Age Limit**.
2. bodily injury resulting from –
 - a) the **Insured Person** engaging in, (or practising for, or taking part in training peculiar to) any of the **EXCLUDED ACTIVITIES** specified below.
 - b) the **Insured Person** committing or attempting to commit suicide, or wilfully exposing himself to needless peril except in an attempt to save human life.
 - c) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or unsupervised power.
3. bodily injury or death, disablement or **Medical Expenses**, resulting from or contributed to by the **Insured Person**

- a) having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction
 - b) suffering from pre-existing physical or mental defect or infirmity which had not been declared to and accepted in writing by the Company
4. death, disablement or **Medical Expenses** resulting from or contributed to by
 - a) the pregnancy (including childbirth, miscarriage or abortion) of the Insured Person.
 - b) the **Insured Person** suffering from sickness or disease not resulting from accidental bodily injury, or sustaining bodily injury which is the result of a gradually operating cause.

EXCLUDED ACTIVITIES

1. Diving necessitating the use of breathing equipment (aqua-lung diving)
2. Flying or other aerial activity, other than flying in a fully licensed passenger carrying aircraft, but not
 - a) as a member of the crew, nor
 - b) for the purpose of engaging in any trade or technical operation therein
3. Football, other than association football (soccer) as an "amateur". ("amateur" shall mean a person who receives no financial gain from or payment for participation in that sport, other than the reimbursement of reasonable travel and other out of pocket expenses).
4.
 - a) Hunting
 - b) racing, or
 - c) any competition or sport
5. Ice Hockey
6. Motor competitions

} on horseback

7. Motorcycling as a rider or passenger
8. a) Mountaineering
b) rock or cliff climbing
9. Pot-holing
10. Power-boating, meaning the use of any combination of boat and engine capable of travelling faster than 30 knots
11. Racing, other than racing on foot or swimming or in dinghies
12. Using woodworking machinery, but not including portable tools applied by hand and used solely for private purposes without reward
13. Water ski-jumping and tricks
14. Winter sports, other than curling or skating
15. Wrestling, boxing, judo, karate, or any form of unarmed combat
16. Yachting beyond 5 kilometres or a coastline

DEFINITIONS

For the purposes of this Policy –

1. **Proposal** shall mean any proposal form and declaration signed by or on behalf of the Insured or the **Insured Person** including any correspondence or information in connection with this insurance, supplied by or on behalf of the Insured or the Insured Person, either in addition to or in substitution for the proposal form.
2. **Terms of this Policy** shall mean all terms, limitations, definitions, provisions, exception, warranties and conditions incorporated in this Policy either at the time of its issue, or subsequently by signed Memoranda or Endorsements thereon.
3. **Loss of Limb** shall mean
 - a) in the case of a lower limb, loss of physical severance at or above the ankle, or permanent and total loss of use of a complete leg or foot
 - b) in the case of an upper limb, loss by physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand), or permanent and total loss of use of a complete arm or hand.
4. **Loss of Eye** shall include total and permanent loss of sight
5. **Partial Disablement** shall mean disablement from a substantial part of the Insured Person's usual occupation
6. **Medical Expenses** shall mean the cost of medical, surgical, or other remedial attention, treatment, or appliances

given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges.
7. **Permanent Disablement** shall mean as described below under Table A or Table B, as may be applicable.

TABLE A – STANDARD SCALE

PERCENTAGE OF AMOUNT OF BENEFIT	
Loss of two or more Limbs , or both Eyes , or one of each	100%
Loss of one Limb or Eye	100%
Permanent Total Disablement other than by Loss of Limb or Eye , from gainful employment of any and every kind	100%

TABLE B – EXTENDED SCALE

EXTENDED SCALE
The Permanent Disablement Benefit shall be a percentage of the Amount of Benefit for Permanent Disablement equivalent to the degree of disablement. The following scale states the percentages appropriate to the forms of Permanent Disablement specified therein. For Permanent Disablement not specified, the degree of disablement shall be assessed by comparison with the percentages shown in this scale, without taking into account the occupation of the Insured Person.
If Benefit is payable in respect of the same Insured Person for more than one form of Permanent Disablement as the result of the same accident, the total of the percentages so payable shall not exceed 100% of the Amount of Benefit for Permanent Disablement.
If Benefit is payable for loss or loss of use of a whole member of the body, the benefits for parts of that member cannot also be claimed.

TABLE B – EXTENDED SCALE (contd.)

MOTOR VEHICLE		PERCENTAGE OF AMOUNT OF BENEFIT	
i)	Loss of two or more Limbs, or both Eyes, or one of each	100%	
ii)	Loss of one Limb or Eye	100%	
iii)	Permanent Total Disablement other than by Loss of Limb or Eye, from gainful employment	100%	
iv)	Permanent total loss of hearing	75%	
	• in both ears	15%	
	• in one ear		
v)	Loss by physical severance of permanent total loss of use of,	10%	
	• one big toe (both phalanges)	5%	
	• one big toe (one phalanx)	5%	
	• any other toe		
Loss by physical severance or permanent total loss of use - -		Right *	Left *
* to be reversed if the Insured Person is left handed			
vi)	One thumb		
	• both phalanges	25%	20%
	• one phalanx	10%	8%
vii)	One forefinger		
	• all phalanges	25%	15%
	• two phalanges	15%	10%
	• one phalanx	10%	5%
viii)	Any other finger		
	• all phalanges	10%	8%
	• two phalanges	8%	5%
	• one phalanx	5%	3%
ix)	Permanent Total loss of use of		
	• shoulder or elbow	25%	20%
	• wrist	20%	15%
	• hip, ankle of knee	20%	20%
x)	Removal of the lower jaw by surgical operation	30%	

CONDITIONS

1. Notification of Change

If after acceptance of this Insurance by the Company, there be any material change in the **Business** or any **Insured Person's** occupation or activities, the Insured shall give notice thereof to the Company within a reasonable time and shall pay any additional premium required by the Company in consequence thereof.

2. Claims Procedure

Upon the happening of any accident which may give rise to a claim under this Policy, the Insured (or, the **Insured Person**, where relevant) shall,

- a) give written notice to the Company as soon as practicable and in any case within 30 days, stating all particulars then known to the Insured and/or the **Insured Person**.
- b) supply all medical, hospital or other certificates, information and evidence reasonably required by the Company, free of expense to and in the form prescribed by the Company
- c) agree and allow the Insured Person to be subjected to medical examination as often as may reasonably be required, on behalf of and at the expense of the Company, in connection with any claim.

3. Claims Payment Conditions

- a) **Benefit** shall not be payable in respect of any one **Insured Person** under more than one of **Benefits 1** and **2** in connection with the same accident.
- b) On the happening of an accident giving rise to a claim under either of **Benefits 1** and **2**, this Policy shall thereafter cease to apply to the **Insured Person** concerned.
- c) Permanent Total Disablement shall have lasted for 104 weeks before **Benefit (iii)** under Standard Scale or Extended Scale becomes payable.
- d) If no death **Benefit** is included in respect of the **Insured Person**, no **Benefit** shall be payable for **Permanent Disablement**, until at least thirteen weeks after the date of the accident and such Benefit

shall then only be payable if the death **Benefit** would not, if included, have become payable during that thirteen weeks as a result of the accident. If a death **Benefit** is included but is less than the appropriate **Amount of Benefit** for **Permanent Disablement**, the amount payable for **Permanent Disablement** shall not exceed the death Benefit until thirteen weeks have elapsed from the date of the accident and the balance shall then only be payable if the death **Benefit** has not in the meantime become payable as a result of the accident.

4. Assignment or Lien

The company shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment, or other dealing with or relating to this Policy.

5. Premium Adjustment

If any part of the **Premium** or **Renewal Premium** is calculated on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each **Period of Insurance**, furnish such information as the Company may require. The **Premium** or **Renewal Premium** shall thereupon be adjusted and the difference paid by or allowed to, the Insured.

6. Forfeiture

If any claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured, **the Insured Person**, or anyone acting on the Insured's behalf, to obtain benefit under this Policy, all benefit hereunder shall be forfeited.

7. Termination

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain a proportion of the **Premium**, calculated in accordance with its customary short period rate, for the time the Policy has been in force.

This insurance may also be terminated at the option of the Company, by sending fourteen days notice in writing to the Insured at his last known address, whereupon the insured will become entitled to a proportionate return of premium for the unexpired **Period of Insurance**.

8. Arbitration

If any difference shall arise under this Policy, such difference shall be referred to arbitration according to the laws in force in the territory in which this Policy is issued. Where any differences is by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.

