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مسجلة طبقاً للقانون الإتحادي رقم (٦) لسنة ٢٠٠٧م
شهادة رقم ١٤ بتاريخ ١٢/٢٩/١٩٨٤م
رقم السجل التجاري ٥١٨١٤

AL FUTTAIM PROTECT PLUS Policy Wording



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An Al-Futtaim group company احدى شركات مجموعة الفطيم

ORIENT INSURANCE PJSC

AL FUTTAIM PROTECT+

Terms and Conditions

Status Disclosure

AL FUTTAIM PROTECT+ is underwritten by Orient Insurance PJSC whose registered address is Orient Building, Al Badia Business Park, Dubai Festival City, P.O. Box 27966, Dubai, UAE. Orient Insurance PJSC authorised and regulated by Ministry of Economy for the conduct of insurance business in UAE.

The Policy

We will provide the benefits as stated in this **policy**. **Your** sales invoice, which includes **your** signed declaration and **your** undertaking to pay the **premium**, is the basis of the contract and forms part of this **policy**. This **policy** details what is covered by **AL FUTTAIM PROTECT+**, what is excluded and the conditions of this **policy**.

Contract of Insurance

The **schedule** attached to this **policy** will contain **your** details, the details of **your vehicle**, the **period of insurance** and the level of **AL FUTTAIM PROTECT+** insurance **you** have purchased.

Please check that the information contained in the **schedule** is correct and that it meets **your** requirements. If it does not, please contact Orient Insurance PJSC.

This **policy** is not transferable.

Eligibility

You can apply for cover under this **policy** if at inception:

- **You** are the registered keeper of the **vehicle**;
- **Your vehicle** was purchased by **you** from an **Al Futtaim dealer**, or **your vehicle** has been taken to an Al Futtaim **service centre**;
- **Your vehicle** is under 60 months old at the time of purchase of the **policy**;
- **Your vehicle** has not been modified from original manufacturer specification and emanates from original registration in the UAE.

Legal Rights

AL FUTTAIM PROTECT+ is in addition to **your** legal rights and is not to be substituted for the supplier's liability if the **vehicle** is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

Understanding the policy

In order to ensure that this **AL FUTTAIM PROTECT+** provides **you** with the cover **you** require **we** recommend that **you** carefully read this **policy** which contains the full **policy** terms and conditions. Please make sure **you** understand and fully comply with all the terms and conditions before purchasing this **AL FUTTAIM PROTECT+**. Should **you** require clarification on any aspect of the **policy** wording prior to purchase please seek guidance from Orient Insurance PJSC. Failure to comply with the terms and conditions may jeopardise the payment of any claim and could lead to the **policy** becoming void.

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DEFINITIONS

The following words will have the following meanings when they appear in bold print in this document:

accident means an unintended, unforeseen, and undesirable event, involving the use or operation of the specified motor **vehicle** which causes harm, injury, damage, or loss where the harm, injury, damage or loss is a result of, and is caused during the driving of the **vehicle**;

Al Futtaim / Al Futtaim dealer means all the Al Futtaim Automotive companies, including: Al Futtaim Motors LLC, Trading Enterprises LLC, Al Futtaim Auto Centers LLC and Al Futtaim Automall LLC.

annual roadworthiness test means the test to obtain the valid car test certificate that **you** must obtain annually, after **your vehicle** is two years old to prove it is roadworthy which **you** must obtain to complete **your** annual car registration with the Roads and Transport Authority in UAE;

breakdown means mechanical failure of a motor **vehicle** in such a way that the underlying problem prevents the **vehicle** from being operated at all, or else is dangerous to operate, or will cause further damage or risk if the **vehicle** operation continues;

car hire means an alternative replacement car provided by Hertz;

Claims Administrator is Orient Insurance PJSC and is the office which deals with claims matters arising from this policy.

construction site means lands and other places on, under, in or through which construction work is being executed;

correct tyre code system means the system used in UAE which provides information on the **tyre's** construction (e.g. its width, aspect ratio, rim diameter, load and speed);

home means **your** residential address that must be notified to and registered by **us** as the covered address;

key holder means the person as stated in the **schedule**;

geographical limit means not wider than UAE;

insurance start date means the date on which this **policy** starts as shown in **your schedule**;

key means an implement with grooves/indentations that is used for opening or closing a lock, including keyless cards;

limit per claim means the maximum amount **we** are liable to pay **you** in respect of each individual claim that will only be considered in isolated events:

- a. Key - Section 1: AED 2,500 per **key** claim;
- b. Roadworthiness – Section 2: AED 3,000 per each **annual roadworthiness test**;
- c. Tyre – Section 3: AED 1,500 per **tyre** with a maximum of two **tyres** per claim;
- d. Out of Pocket Expenses – Section 4: AED 300 per claim;

maximum benefit means the overall total amount **we** will pay out over **your period of insurance**:

- a. Key - Section 1: AED 2,500;
 - i. Sub-limit covering the cost of **car hire** and **public transport costs**: AED 500 within the **maximum benefit**;
- b. Roadworthiness – Section 2: AED 6,000;
- c. Tyre – Section 3: AED 7,500;
- d. Out of Pocket Expenses – Section 4: AED 600;

off-road means driving the **vehicle** other than on public roads;

period of insurance means 36 months from the **insurance start date**;

policy means this document together with the **schedule** and **purchase invoice**;

premium means the amount that **you** have agreed to pay **us** in respect of this **policy** in accordance with the terms of this **policy**;

public transport costs means costs incurred via bus, train or reasonable taxi fare costs;

recovery means the recovery of the **vehicle** to an **Al Futtaim** repairing dealer by a recovery vehicle;

repair cost (tyre) means the reasonable cost of repair materials, including the cost of a new valve if necessary; and the reasonable labour cost of repairing, fitting and balancing of the repaired **tyre**;

replacement cost (tyre) means the reasonable cost of replacing the damaged **tyre** with a new **tyre** of a similar make to the damaged **tyre** in accordance with the **correct tyre code system**, including the cost of a new valve if necessary; and the reasonable labour cost of fitting and balancing of the new **tyre**;

reputable roadside assistance company means an **Al Futtaim** approved roadside assistance company;

roadside assistance cover means a service provided by the **vehicle** retailer or a motor insurance company that provides assistance to motorists whose vehicles have suffered a **breakdown** which is significant enough to leave them immobilised at their present location;

roadworthiness covered components means those specifically categorised and listed below:

- a. **lighting equipment**
headlamps, front and rear side lamps, number plate illumination lamp, stop lamp, rear reflectors, rear fog lamps, hazard warning lamps, and controls, direction indicator control, fog lamp on/off indicator (excluding Xenon lights and bulbs);
- b. **steering and suspension**
wheel bearings (front and rear), power and manual steering mechanism, track rod ends, transmission shafts, front and rear suspension, ball and swivel joints, suspension springs, suspension mountings;
- c. **brakes**
master cylinder, wheel cylinders, callipers, discs/drums, load compensator, ABS modulator/sensors/ECU, brake pipes/hoses/cables (excluded corroded pipes);
- d. **seat belts**
all seat belts for condition and operation;

e. **general items**

horn, speedometer and speed limiter, windscreen wiper and washers (excluding wiper blades and rubbers).

- f. **tuning and adjustments** are covered only if necessary to meet **annual roadworthiness test** exhaust gas emission standards;

roadworthiness test centre means any government approved public roadworthiness test centre within the United Arab Emirates;

schedule means that part of the **policy** that contains details of **you, your vehicle** and the **period of insurance**, the **premium you** have paid and the **maximum benefit you** are entitled to;

service centre means an **Al Futtaim** branded repair / body shop;

total loss means where **you** have claimed under **your** motor insurance policy and the claim has been settled, with the **vehicle** salvage forfeited and a **total loss** payment made in full and final settlement;

tyre(s) means one of the four **tyres** fitted to **your vehicle** plus the one spare **tyre** at the **insurance start date** and its replacement under this **policy**;

tyre damage means the sudden and unforeseen deflation of a **tyre** arising from unavoidable impact damage to the **tyre** itself, or malicious damage to the **tyre** or valve from a third party, necessitating immediate repair or replacement before normal use can be resumed;

vehicle means the vehicle identified in the **schedule** for private use only, designed to carry no more than eight people including the driver and of less than 3,500kg gross weight;

ineligible vehicle means a vehicle that:

- a. has been modified in any way from the manufacturer's specification; or
- b. is used for a purpose for which it is not designed; or
- c. is owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles; or
- d. is used for public service such as, but not limited to, police, fire brigade, ambulance, rescue or military purposes
- e. is used for competition, racing, pace making, on a **construction site** or hire or reward, **off road**;
or
- f. is used for courier services, haulage or transportation of goods;
- g. is used as a taxi; or
- h. is used for including but not limited to all quad bikes or driving schools.

wait period means the period from the **insurance start date** before **you** can make a claim under this **policy**, but only applies if **you** did not purchase this **policy** at the time **you** purchased **your vehicle** specifically from an **Al Futtaim dealer**:

- a. Key – Section 1: 30 days;
- b. Roadworthiness – Section 2: 90 days;
- c. Tyre – Section 3: 30 days;
- d. Out of Pocket Expenses – Section 4: 30 days;

we/us/our means Orient Insurance PJSC;

wear and tear (tyre) means damage to a **tyre** which has reached the end of its normal effective working life because of age and/or usage or where the **tyre** tread depth is less than 1.6mm across any part of the full width of the **tyre** or where the rubber is cracked or perished to a level which would be deemed to be unroadworthy or illegal;

wear and tear (roadworthiness) means damage that naturally and inevitably occurs as a result of normal use;

you/your/yourself means the person named in the **schedule**.

SECTION 1 KEY COVER

1.0 WHAT YOU ARE COVERED FOR

Subject to a valid claim and the conditions below, **your policy** covers loss or theft of one **home key** and one **vehicle key** during the **period of insurance**.

You are covered for the following:

- Locksmith's charges;
- New locks and **keys**; and
- All reasonable transportation costs following the theft or loss of **keys**.

You can also claim for the cost of replacing lost or stolen handsets for **vehicle** immobilisers and/or alarms up to a maximum of one per **vehicle** and the cost of reprogramming immobilisers and alarms as a result of loss or theft of handsets.

You can also claim an allowance towards **car hire** and/or **public transport costs** only to get **you** to **your** home or other intended destination, retrieve spare **keys**, or when **your** vehicle is garaged awaiting new locks to be fitted. Alternative **car hire** must be pre-authorized by **us**. The maximum period of **car hire** allowance is three days commencing immediately upon the loss or theft.

The maximum amount **you** can claim during the **period of insurance** in respect of **key** cover is AED 2,500.

You cannot make a claim until the expiry of the **wait period**, unless **you** purchased this **policy** at the time **you** purchased **your vehicle**, and **your vehicle** was purchased from an **AI Futtaim dealer**.

1.1 WHAT YOU ARE NOT COVERED FOR

This **policy** does not cover **you** for:

- Lost or stolen **keys** that were not registered with **us**.
- **Keys** lost by or stolen from someone other than **you**.
- Any associated costs other than the cost of replacing the **keys** where duplicate **keys** are available.
- Any event not reported to **us** within 30 days.
- Charges or costs incurred including the cost of the claim where **we** arranged for the attendance of a locksmith/tradesman/agent/representative and **you** failed to attend.
- The balance of **car hire** and **public transport costs** over a maximum of AED 500.
- Any loss of time, inconvenience, or commercial loss, or any other direct or indirect loss or any other consequential loss, penalties for delay or detention, or in connection with guarantees of performance or efficiency, damage or liability incurred as a result of a claimable event (including personal liability) and/or any consequential damage as a result of the loss or theft of **your keys**.
- Claims arising from any deliberate or criminal act or omission by **you**.
- Claims arising as a result of **your** failure to take reasonable steps to safeguard **your keys**.
- Claims occurring outside of the **geographical limit**.

1.2 FURTHER CONDITIONS – KEY COVER

- The one **home** key and one **vehicle key** must have been stolen from the **key holder** or where the **key holder** is a company, from an authorised employee of the **key holder**.
- Replacement of locks considered to have been previously damaged prior to the loss or theft of **keys** is excluded.
- Evidence of ownership of the **vehicle** or **home** to which the stolen or lost **keys** relate may be required.
- In order to replace locks **you** may need to prove that the lost or stolen **keys** relate to the relevant **vehicle** or **home** and that no duplicates are available.
- Replacement items shall be to no higher standard than the items which are replaced.
- The maximum number of **keys** which can be claimed for is three **keys** per lock.
- If **your keys** are stolen **you** must report the theft to the Police and obtain a crime reference number and a valid police report.

SECTION 2 ROAD WORTHINESS COVER

2.0 WHAT YOU ARE COVERED FOR

In the event that any of the **roadworthiness covered components** of a **vehicle** as defined in this **policy** fail an **annual roadworthiness test** carried out at a **roadworthiness test centre** and are cited as the cause of a failure notice as issued by the **roadworthiness test centre** during the **period of insurance** we will pay for the cost of repair, replacement and/or adjustment of those **roadworthiness covered components** up to the **maximum benefit**. The repairs will be carried out by an **AI Futtaim service centre**.

The maximum amount **you** can claim during the **period of insurance** in respect of each failed **roadworthiness** test is AED 3,000.

You cannot make a claim until the expiry of the **wait period**, unless **you** purchased this **policy** at the time **you** purchased **your vehicle**, and **your vehicle** was purchased from an **AI Futtaim dealer**.

2.1 WHAT YOU ARE NOT COVERED FOR

This **policy** does not cover:

- The cost of the **annual roadworthiness test** or any retest.
- Any claim arising from the failure of an **annual roadworthiness test** within 3 months of the **insurance start date**.
- More than one claim in any 12 month period.
- Any damage to the **roadworthiness covered components** which are caused by an **accident**.
- Accident or structural damage from any external cause, rust or corrosion, windscreen, exhaust system and catalytic converter, engine tuning or adjustment, wheel alignment, brake friction material where the condition relates to **wear and tear (roadworthiness)**, or items subject to **wear and tear (roadworthiness)** such as but not limited to **tyres**, and brake pads, and consumable items.
- Any **roadworthiness covered components** which have not actually failed or which were reported during routine servicing and/or repair of other parts which have failed prior to the **annual roadworthiness test**.
- Any **roadworthiness covered components** covered by any other existing warranty or insurance.
- Liability for death, bodily injury, or damage to other property.
- Any losses that are not directly associated with this roadworthiness test cover.
- Any claim arising from the use of contaminated or inappropriate fuel for the **vehicle**, or any claim that arises as a result of inadequate current or previous repair or maintenance of the **vehicle**.
- Any repair during the **period of insurance** by any party other than the **service centre**, and for any other reason than current failure of the **annual roadworthiness test**.
- Any recall or campaign costs of the **vehicle** instigated by its manufacturer.
- Any loss, damage or failure which is determined by a qualified engineer appointed by **us** to have existed before the **insurance start date** or be known to be faulty prior to **your annual roadworthiness test** due date.
- Any loss of time, inconvenience, or commercial loss, or any other direct or indirect loss or any other consequential loss, penalties for delay or detention, or in connection with guarantees of performance or efficiency, damage or liability incurred as a result of a claimable event (including personal liability) and/or any consequential damage to a component not covered as a result of the failure of the **roadworthiness covered components**, and damage to the **roadworthiness covered components** caused by the failure of a non-covered component;

This **policy** does not cover any **vehicle**:

- Abused and/or misused and the abuse/misuse has caused the **roadworthiness covered components** failure; or
- Which has not been serviced in accordance with the manufacturer's recommended service requirements; or
- Where the **vehicle's** speedometer or odometer reading cannot be determined as accurate by virtue of it having been interfered with, altered, disconnected, made inoperative or removed from the **vehicle**; or
- That is not roadworthy or is unregistered for road use.
- Claims occurring outside of the **geographical limit**.

2.2 FURTHER CONDITIONS - ROADWORTHINESS COVER

- If **you** did not purchase this **policy** at the same time as purchasing **your vehicle** from an **AI Futtaim dealer** **you** cannot make a claim within 90 days of the **insurance start date**.

SECTION 3 TYRE COVER

3.0 WHAT YOU ARE COVERED FOR

Subject to the conditions below, **your policy** covers a maximum of 4 road **tyres** plus the one spare **tyre** being repaired or replaced during the **period of insurance** up to a maximum **repair cost** or **replacement cost** of AED 1,500 per **tyre**. A maximum of 2 **tyres** may be claimed for at any one time.

You will be required to pay a deductible of AED 50 for each and every claim.

You cannot make a claim until the expiry of the **wait period**, unless **you** purchased this **policy** at the time **you** purchased **your vehicle**, and **your vehicle** was purchased from an **AI Futtaim dealer**.

3.1 WHAT YOU ARE NOT COVERED FOR

This **policy** does not cover:

- **Wear and tear (tyre)**, including but not limited to any unevenly worn **tyres** caused by defective steering geometry outside manufacturer's recommended limits, or wheel balance; failure of a suspension component or shock absorber or which in the opinion of a qualified engineer was caused wholly or partly from a lack of maintenance e.g. incorrect **tyre** pressure or where the **tyre** tread depth is less than 1.6mm across the full width of the **tyre**;
- More than five **tyre** claims in the **period of insurance**;
- **Tyres** fitted to an **ineligible vehicle**.
- **Tyre damage**:
 - i. Where the fault or damage occurred before the inception of this **policy**, or during the specified **wait period**, or incurred due to the **vehicle** being driven following the initial failure; or
 - ii. Caused by fire, any road traffic **accident**, or where the **vehicle** is a **total loss**; or
 - iii. Caused by driving the **vehicle** on a **construction site**; or
 - iv. Caused to any other part of the **vehicle** by the same incident which is part of a road traffic **accident** or road risk insurance claim; or
 - v. Where the loss of whatsoever nature arose directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on **your** part; or
 - vi. Caused by incorrect wheel alignment; or
 - vii. Which is described as malicious damage and is not accompanied by a valid and substantiated crime reference number and valid police report.
- Theft of **tyres**.
- Any claim where, at the time of damage, the **tyre** tread depth is less than 1.6mm across the full width of the **tyre** or the **tyre** is more than 4 years old.
- Manufacturing defects or faults including manufacturer's recall.
- **Tyres** which do not comply with the **correct tyre code system** for UAE moulded into their side-wall, and any claim where there has been an attempt to remove the serial number or other identifying marks from the **tyres**.
- **Tyres** where the rubber is cracked or perished to a level which would be deemed to be unroad-worthy or illegal;
- **Tyres** that are not legal or roadworthy in any way;
- Any costs incurred in excess or outside the liability under this **policy** including any form of consequential loss, depreciation or diminution in value.
- Faults in workmanship or materials, or any consequential loss arising from repairs paid for by **us** on **your** behalf. It is **your** responsibility to meet any **service centre** charges in excess of, or rejected as not being **our** liability.

- Claims occurring outside of the **geographical limit**.

3.2 FURTHER CONDITIONS - TYRE COVER

- All claims must be pre-authorized within normal office hours or made within three working days of the damage occurring if an emergency repair outside of normal office hours.
- **You** must replace **your tyres** a maximum of every 4 years but in any case ensure **your tyres** are within the legal tread depth.
- In the event of damage to any **tyres** they must be removed from the **vehicle** and repaired or replaced before the **vehicle** is driven again. If the **vehicle** is recovered to a **service centre** it must be in such a way that only road worthy **tyres** are in contact with the road i.e. by low loader or trailer where towing would be inappropriate.
- In cases where **you** are paying the **service centre** direct and reclaiming costs from **us** or **we** have requested the right to inspect the **tyres you** must ensure that the damaged **tyres** are retained for one calendar month from **your** first notification to **us** of the loss, to allow inspection by an independent engineer. It is **your** responsibility to ensure that the damaged **tyres** are available for inspection. Any decision on liability will be withheld until this report is received.
- In the event that we attempt to inspect but are not presented with the damaged **tyre** and we are therefore unable to inspect or validate the reported damage, the claim will be rejected.
- **We** accept no liability for the responsible disposal of **tyre(s)**.

SECTION 4 OUT OF POCKET EXPENSES COVER

4.0 WHAT YOU ARE COVERED FOR

In the event that **your vehicle** has a **breakdown** which results in **your vehicle** being immobilised such that it cannot be fixed at the site of the **breakdown** and it necessitates a **recovery** of the **vehicle** we will pay **you** out of pocket expenses of AED 300 provided that:

- **You** have separate **roadside assistance cover**; and
- The **recovery** of the **vehicle** was carried out by a **reputable roadside assistance company**; and
- The **breakdown** was not the result of an **accident**.

You cannot claim under this section if **you** have made a valid claim under the Key or Tyre sections arising from the same incident.

You can only make two claims on the **Out of Pocket Expenses** cover during **the period of insurance**.

4.1 WHAT YOU ARE NOT COVERED FOR

This cover does not include the **recovery** of any **ineligible vehicle** or the **recovery** of **your vehicle** outside of the **geographical limit**.

4.2 FURTHER CONDITIONS - OUT OF POCKET EXPENSES

- Claims must be submitted with all the relevant documentation within 30 days of the **vehicle recovery**.
- If **you** didn't purchase **your vehicle** from new from an **AI Futtaim dealer** then **you** cannot make claim within 30 days of the **insurance start date**.
- Out of pocket expenses are not claimable if in conjunction with any other claim or claims against or in related to this **policy of insurance**

SECTION 5 CLAIMS PROCEDURE

5.0 GENERAL NOTE ON CLAIMS PROCEDURES APPLICABLE TO ALL COVERS

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** discretion cancel the **policy** or refuse to deal with **your** claim or reduce the amount of the claims payment.

In the first instance, **you** must ensure:

- **We** have received proof to **our** satisfaction that **you** have paid the appropriate **premium** in respect of the **policy**; and
- In the event a claim arises **you** must contact the **Claims Administrator** on telephone 009714 2531 300 & fax 009714-2531 500 or e-mail orient@alfuttaim.ae
The claims department is open 9:00am to 5:00pm Sunday to Thursday.
- The procedure and **key** aspects **you** must disclose in order for **us** to validate **your** claim are set out in sections 5.1 to 5.4.

5.1 KEY COVER CLAIMS PROCEDURE

You must report the loss or theft of **your keys** to **us** within 3 working days of the incident.

No **keys** shall be deemed to be irrecoverably lost until seven days after the loss is reported to **us**.

If **your keys** have been stolen, then subject to the terms and conditions of this **policy**, **you** will be given permission to claim immediately. **You** must provide a valid crime reference number and police report.

In the case of lost **keys**, **you** will only be reimbursed for new locks:

- a. If it would be possible for someone who found the lost **keys** to trace those **keys** to **your vehicle** or **your** home; or
- b. If the lost **keys** were the only **keys** **you** had and **you** cannot obtain replacements from the duplicate **keys** or from the number of the **keys** to which the lost **keys** relate.

Your vehicle keys will be replaced by an **Al Futtaim Dealer** (the cost of which will form part of or make up the full claimable amount).

We will reimburse **you** for the replacement of **your** home **keys** on a “pay and claim” basis. **You** will be required to make all initial payments for work carried out and for reasonable **public transport costs** and then submit the appropriate receipts together with a completed claim form to **us**. **You** must provide receipts for new **keys** and new locks, locksmith’s charges, **car hire** and **public transport costs**. **You** must submit such receipts with **your** claim form. **We** reserve the right to contact any contractor **you** appoint for further information.

5.2 ROADWORTHINESS COVER CLAIMS PROCEDURE

- 5.2.1 If **you** wish to make a claim under this **policy**, please be prepared to hand the **service centre**:
- a. This **policy** document; and
 - b. Proof of servicing (original service invoices may be requested).

- 5.2.2 If the **vehicle** fails its **annual roadworthiness test**, it is **your** responsibility to authorise any dismantling and to pay these charges if such dismantling proves that the failure is not

covered by the roadworthiness cover. Any exploratory dismantling charges will only be reimbursed as part of a valid claim if the specific dismantling is required to affect the insured repair.

5.2.3 If the **vehicle** fails an **annual roadworthiness test** during the **period of insurance** in respect of any of the **roadworthiness covered components**, the **service centre** must register the claim application with **us** in order to establish whether such failure is in respect of a **roadworthiness covered component**.

5.2.4 No claims will be settled unless the invoice is submitted along with the specific claims authorisation number as issued by **us** and the relevant requested documentation which must include the roadworthiness failure sheet.

NO REPAIR SHOULD COMMENCE UNTIL AUTHORISATION IS GIVEN BY US

We shall only be liable in respect of any repairs where **we** have issued an authorisation number to the **service centre**. This authorisation number must be quoted in all communications with **us**.

We reserve the right to examine the **vehicle**, and may appoint an independent expert to conduct an assessment before commencement of any repairs. It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of **our** liability, the decision of the appointed independent expert shall be final and binding on both **us** and **you**.

Following completion of repairs, the repair invoices and any supporting documents, which may include the **policy** document and the service invoices, must be forwarded by **you** to **us** within 30 days of the repair to obtain reimbursement. Claims invoices received beyond this date will be subject to review in terms of the reason for delay and it will be at the discretion of **us** to accept such claims.

However, any additional costs not covered by, or in excess of, the terms of this **policy**, must be settled by **you** direct with **service centre** at the time of repair. When the **service centre** forwards documentation on **your** behalf to **us**, so that **we** can validate the claim, they will be deemed to have authority to receive payment direct from **us** for the cost of repairs.

5.3 TYRE COVER CLAIMS PROCEDURE

You must report the damage to **us** within 3 working days of the incident.

Once **you** have notified **us** the damage **you** must take **your vehicle** to Al Futtaim **service centre** who will repair or replace **your damaged tyre(s)**.

You must give Al Futtaim **service centre** the following information:

- a. **Your policy** number and **vehicle** details; and
- b. Confirmation of the tread depth of the damaged **tyre(s)**, and
- c. The cause of damage; and
- d. A valid crime reference number and police report in the case of malicious damage.

Out of Hours Repairs

If **you** require emergency assistance out of hours and **you** are unable to contact **us**, **you** will need to settle the invoice for the repair or replacement of **your** damaged **tyre(s)** and claim reimbursement from **us**.

You must retain the damaged **tyre(s)** for one calendar month from **your** first notification to **us** of the loss to allow inspection by an independent engineer. It is **your** responsibility to ensure that the damaged **tyre(s)** are available for inspection and failure to do so may invalidate **your** claim. Subject to the above, if **you** have paid the **service centre** we will reimburse **you** up to a reasonable **repair or replacement cost** if **you** send **us** the following information:

- a. **Your policy** number and **vehicle** details; and
- b. Confirmation of the tread depth of the damaged **tyre(s)**; and
- c. Cause of damage; and
- d. An itemised repair or replacement invoice; and
- e. A valid crime reference number and police report in the case of malicious damage; and
- f. The location of the retained damaged **tyre(s)** for inspection and the contact details to enable arrangements to be made for the inspection of the damaged **tyre(s)**.

5.4 OUT OF POCKET EXPENSES CLAIMS PROCEDURE

You must report **your claim** to **us** within 30 days of the incident and provide the following information:

- a. **Your policy** number and **vehicle** details; and
- b. Proof that **you** were present when the **vehicle** was recovered by a **reputable roadside assistance company** along with details of the failure that caused the **breakdown**; and
- c. Proof that the **vehicle** was recovered (documentation from the recovering agent).

SECTION 6 GENERAL CONDITIONS

6.0 GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

6.1 FRAUD

You must not act in a fraudulent manner. If **you**, or anyone acting for **you**:

- i. Makes a claim under the **policy** where the claim is false, or fraudulently exaggerated in any respect, or
- ii. Makes a statement in support of a claim, where the statement is false in any respect, or
- iii. Submits a document in support of a claim, where the document is forged or false in any respect, or
- iv. Makes a claim in respect of any loss or damage caused by **your** wilful act, or with **your** connivance, then **we**:
 - Shall not pay the claim; and
 - May at **our** option declare the **policy** void; and
 - Shall be entitled to recover from **you** the amount of any claim already paid under the **policy**; and
 - Shall not make any return of **premium**; and
 - May inform the Police of the circumstances.

6.2 CANCELLATION

You may cancel this **policy** within 15 days of receiving this **policy** and **schedule** by contacting **us** and a full credit will be made provided no claim is made. After 15 days no **premium** credit will be made. The date of receipt of this **policy** and **schedule** will be considered as being two days after the date of issue unless evidence to the contrary can be supplied.

6.3 DUTY OF DISCLOSURE

This **policy** will be issued based upon information that has been given to **us** about **yourself**, and **your Vehicle**. **You** have a duty to tell **us** immediately of any changes to this information in particular any of the following: change of address, or use of the **vehicle** e.g. being used for private hire, failure to do so may invalidate **your** cover under this **policy**. **We** will then advise **you** of any changes in terms.

6.4 LAW

Your policy will be governed by the law of UAE.

6.5 OUR PROMISE OF GOOD SERVICE

If **you** have a complaint about the way in which this **policy** was sold, please contact the party that sold **you** the **policy** and they will be able to provide **you** with their complaints procedure. Please quote the details of this **AL FUTTAIM PROTECT+** and in particular **your policy** number to help **your** complaint to be dealt with promptly. If **you** feel that **your** complaint has not been resolved, or if **your** complaint relates to a claim, **you** should write to Orient Insurance PJSC at Orient Building, Al Badia Business Park, Dubai Festival City, P.O. Box 27966, Dubai, UAE.