

Terms & Conditions of MP Tyre Warranty:

Standard Tyre Guarantee Terms and Conditions

NB: These are the product terms and conditions offered to customers as part of the Guarantee.

We will provide the benefits as stated in this Guarantee.

Your sales invoice is the basis of the contract.

Please check that the information contained in the sales invoice is correct.

This Guarantee is not transferable.

Eligibility

You will be provided cover if you have purchased a Tyre through one of our approved outlets:

Legal Rights

This Guarantee is in addition to your legal rights and is not to be substituted for the supplier's liability if the tyre is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

1.0 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;

Dealer means any approved seller of tyres who offers our Tyre Warranty plan to customers.

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);

Geographical limit means not wider than GCC countries;

Guarantee start date means the date on your sales invoice;

Off road means driving the vehicle other than on public roads;

Period of cover means the period from the invoice date;

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;

Service centre means the approved Service Centre by MP Warranty for tyres repair;

Tyre(s) means the original tyre covered under this agreement which you have purchased and received this mandatory cover for;

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 invoice 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.

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;

You/your/yourself means the person named in the sales invoice.

2.0 WHAT YOU ARE COVERED FOR

Subject to the conditions below, your Guarantee covers the original specified tyre being repaired or replaced during the period of cover up to a maximum repair cost or replacement cost of the tyre purchased.

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

2.1 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 one tyre
- Tyres fitted to an ineligible vehicle.
- Single claims exceeding the limit per claim or maximum benefit in the aggregate.
- **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 willful, 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 3 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 sidewall, and any claim where there has been an attempt to remove the serial number or other identifying marks from the tyres.
 - 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.

2.2 FURTHER CONDITIONS - TYRE COVER

- All claims must be made directly to the original selling retailer.
- You must replace your tyres a maximum of every 3 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 center directly and reclaiming costs from us, we have the right to inspect the tyres and 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).

3.0 CLAIMS PROCEDURE - You must comply with the following conditions to have the full protection. 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 are eligible for this cover and
- In the event of a claim arises you must contact us in the first instance by contacting where you purchased the tyre from.

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 the tyre retailer who will repair or replace your damaged tyre(s).

4.0 FRAUD

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

- i. Makes a claim under the guarantee 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 willful act, or with your connivance.