LAST UPDATED: June 18, 2018

#### **TERMS AND CONDITIONS**

PLEASE NOTE THAT THESE ARE IMPORTANT CONDITIONS AFFECTING YOUR RIGHTS AND SHOULD BE READ CAREFULLY.

These terms and conditions constitute a legal agreement entered into between the Purchaser and the Broker (as defined below) and shall apply to any purchase of insurance products made through this website.

By accepting this agreement, the Purchaser agrees having also accepted Avoninsure.com's Website Terms & Conditions and Privacy Policy, it being specified that neither Avoninsure.com nor any of its owners, officers, employees or agents are participants in this agreement, nor shall they bear any liability whatsoever with respect to this agreement.

These terms and conditions were last updated on June 15, 2018.

#### **Definitions**

In this agreement unless the context indicates otherwise:

"Broker" means Avon Insurance Brokers LLC, a company organized and existing under the laws of Dubai, UAE, with its principal place of business located at Suite 301, White Crown Tower, Sheikh Zayed Road, Dubai, United Arab Emirates;

"Policy" means any insurance policy available through this platform;

"Purchaser" means any person or persons, jointly and severally, who are purchasing insurance products through this platform.

**Purchase of Insurance Products** 

The Broker shall sell to the Purchaser, through this platform, the Policies selected by the Purchaser. In addition to these terms and conditions, the terms and conditions of the insurance provider supplying the Policy shall apply to any Policy purchased through this platform.

By purchasing a Policy through this Platform, the Purchaser acknowledges having read and understood the insurance provider's terms and conditions applicable to such Policy.

Any information regarding a Policy presented on this platform is for information purposes only. The Purchaser should rely solely on the insurance provider's terms and conditions in respect of any Policy because it is those terms and conditions that will apply to the Purchaser's insurance coverage.

## Cancellation of Purchase

All purchases made through this platform shall be legally binding.

Purchases may be cancelled by the Purchaser only in specific circumstances.

The platform reserves the right to restrict refunds to being done only through the original mode of payment.

Acting as Intermediary Only

This platform and the Broker act as an intermediary between the Purchaser and the insurance provider offering a Policy through the platform. Neither the platform nor the Broker make any recommendation with respect to the suitability of any Policy, and any decision to purchase a particular Policy shall be the

Purchaser's sole responsibility.

The Purchaser understands that any claims in relation to any Policy must be made directly to the insurance provider, and not through this platform or through the Broker.

Representations and Warranties of the Purchaser

By using this Platform to purchase a Policy, the Purchaser represents and warrants as follows:

- 1. He / She is over the age of 18 and has the legal capacity to enter into this agreement;
- 2. All of the information that it has supplied to this platform is true, correct, and not misleading; and
- 3. He / She has disclosed to the Broker any circumstances, including other contracts or legal instruments to which the Purchaser may be bound, that would or may impede, impair or render illegal the Purchaser's purchase of a Policy through this platform.

# **Payments**

All payments in relation to a Policy purchased by the Purchaser are due on demand. All charges payable by the Purchaser shall be payable by credit card. We accept payments online using Visa and MasterCard credit or debit cards, in AED only.

The Purchaser will not be entitled to set-off or withhold payment of any amounts due in terms of this agreement for any reason whatsoever.

The Purchaser's acceptance of this agreement will constitute irrevocable authority for the Broker to obtain authorization and/or payment on the Purchaser's credit card or charge card.

If any amount is not paid on the due date, the Broker may without prejudice to any rights it may have, charge interest on the overdue amount at a rate of 5% or the maximum amount allowed under the law, whichever is lower, and in the sole discretion of the Broker.

A certificate of any director, manager or accountant of the Broker as to any amount owed by the Purchaser to the Broker shall constitute prima facie proof of that amount.

It shall be the responsibility of the cardholder to retain a copy of transaction records as well as a copy of the terms and conditions set forth in this agreement.

# **Delivery Policy**

All documents relating to insurance products purchased by the Purchaser, including the policy itself, shall be delivered to the Purchaser exclusively by e-mail.

Limitation of Liability / Indemnity of the Broker by Purchaser

Neither the Broker nor any of its directors, officers, employees, service providers or agents shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from the purchase by the Purchaser of any insurance products through this platform.

The Broker, its directors, officers, employees, affiliates or agents are accordingly indemnified by the Purchaser against any claim of any nature whatsoever and howsoever arising from any damages or loss which might be instituted against the Broker, its directors, officers, employees, affiliates or agents arising from or connected with or pursuant to the purchase of insurance products contemplated in this agreement.

## General

This document contains the entire agreement between the parties regarding the matters contained

herein and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in writing.

If any provision of this agreement is found by a court of law to be invalid or void such provision will be severed from the agreement, without affecting the remainder of the provisions hereof.

No extension, latitude or other indulgence that may be given or are allowed by any party in respect of performance of any obligation hereunder, and no delay or forbearance in the enforcement of any party arising from this agreement, and no single or partial exercise of any right of any party under this agreement will in any circumstances be construed as implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any party's rights in terms of or arising from this agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

This agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the United Arab Emirates. The Purchaser consents to the jurisdiction of the courts of the United Arab Emirates with respect to any disputes arising out of this agreement.

Multiple Bookings: The multiple bookings may result in multiple postings on the cardholder's monthly statement; Customer can cancel their order within 30 minutes; refunds will be made back to the payment solution used initially by the customer. Please allow for up to 45 days for the refund transfer to be completed. Refund will be as per the terms and conditions of the insurance policy; an administrative charge will apply at AED 50 per additional booking.

Once the payment is made, the confirmation notice will be sent to the client via email within 24 hours of receipt of payment.

Avon Insurance Brokers LLC maintains the <a href="http://avoninsure.com">http://avoninsure.com</a> Website ("Site")

Avonnsure.com will not charge you any fees for any of the services other than the insurance premiums displayed in the website.

Avoninsure.com will not answerable for maintaining the confidentiality of purchaser account, User is responsible for maintaining the confidentiality of his account'.

Avoninsure.com will not trade with or provide any services to **OFAC and sanctioned** countries.

Avoninsure.com will merely act as an intermediary between the Purchaser and the insurance provider offering a Policy through the platform.

Avoninsure.com will not make any recommendation with respect to the suitability of any Policy, and any decision to purchase a particular Policy shall be the Purchaser's sole responsibility.