



## **ContiSure Warranty**

The financial risk related to the ContiSure Warranty is borne by Continental Tyre South Africa (Pty) Ltd.

### **INTRODUCTION**

This document contains the ContiSure Warranty wording. This ContiSure Warranty is only valid for Continental branded passenger and light commercial tyres purchased from BestDrive, Tiger Wheel & Tyre or Tyres & More tyre dealers, hereafter referred to as participating dealers. Please inquire instore or on the Contisure website about the limitations to the policy through certain dealer channels.

This ContiSure Warranty is for customers to receive a credit towards the purchase of a new replacement tyre, when suffering irreparable damage to a tyre, subject to the terms and conditions of this ContiSure Warranty.

This ContiSure Warranty wording as found on [www.ContiSure.co.za](http://www.ContiSure.co.za), together with the tyre dealer original sales invoice and the ContiSure Warranty Brochure, contains the declarations, authorizations and agreements pertaining to this ContiSure Warranty shall form the basis of this contract.

In the event of any conflict between the provisions of this ContiSure Warranty and that of any other document as mentioned above, the provisions of this document shall prevail.

## **COMMUNICATION**

Any communication regarding this ContiSure Warranty can be addressed via the [www.ContiSure.co.za](http://www.ContiSure.co.za) or ContiSure Mobile App available via iStore (Apple) or Playstore (Android)

### **1. ContiSure Warranty Applicability**

#### **1.1 Warranted Items**

Warranted item(s) shall mean any new Continental branded passenger or light commercial vehicle tyre(s) purchased and fitted at a participating dealer to the customer's vehicle. Tiger Wheel & Tyre and the Tyres and More dealers will offer the warranty on 18 inch and above sizes ONLY. BestDrive will continue to offer this warranty on all sizes from 13inch and upwards.

#### **1.2 ContiSure Warranty Activation – Information Required**

The Participating Dealers will provide the following data to Continental Tyre South Africa on a daily basis in order to have the ContiSure Warranty activated:

- Date of Sale
- Store Name
- Store Location (Town or Suburb)
- Tyre Size
- Continental Article Number
- Make of Car
- Vehicle Mileage at fitment date
- Vehicle Registration Number
- Invoice Number
- Tyre Sales Value after discount

- Quantity of Tyres Purchased

Customer Details will not be disclosed to any third party, but will be traceable via the Original Invoice Number, in case of a claim or a dispute.

Each Customer will receive a ContiSure Warranty Brochure from the Participating Dealer at which the sale is concluded. The original Invoice will be attached to the ContiSure Warranty Brochure and the Customer Details & Vehicle Details page will be completed by the Customer.

BestDrive Tyre Dealers may assist their customers with the registration and activation of the ContiSure Warranty via the [www.ContiSure.co.za](http://www.ContiSure.co.za) site or the ContiSure Mobile App.

### **1.3 Warranted Event**

The Customer may claim against this ContiSure Warranty when Warranted Item(s) are accidentally damaged and are deemed irreparable as a result of a cut, bruise, impact break or puncture occurring on a public road within the borders of South African, Botswana, Lesotho, Namibia or Swaziland. The date of loss shall be the date on which the accidental damage occurs, and must fall within the Period of Warranty.

### **1.4 Benefit**

Participating Dealers shall credit the Customer for the Unused Tread Value (as explained below) on behalf of Continental Tyre South Africa.

### **1.5 Value Determination**

The Value Warranted per Warranted Item is calculated as follows when claiming:

**1.5.1 Within 30 (thirty) days or 2,000km (two thousand kilometers):**

Should the Warranted Event occur within 30 (thirty) days from inception (invoice date) of this ContiSure Warranty, or within the first 2,000km (two thousand kilometers) of driving on the Warranted Item(s), after invoice date as specified on the original sales invoice, whichever comes first, the Customer will receive a 100% Credit towards the same or similar new tyre from a Participating Dealer as the case may be, regardless of the remaining tread on the Warranted Item(s).

**1.5.2 After 30 (thirty) days or 2,000km (two thousand kilometers):**

For Warranted Events occurring after 30 (thirty) days from inception of this ContiSure Warranty or after the first 2,000km (two thousand kilometers) of driving on the Warranted Item(s) , whichever comes first, the Value Warranted shall be calculated by firstly measuring the remaining tread of the damaged Warranted Item(s), and deducting from that the 1.6mm Continental's recommended Tread Depth limit. Such figure represents the remaining tread. The remaining tread of the Warranted item will be expressed as a percentage of the original tread depth and thereafter multiplied by the original purchase price(after discounts) of the Warranted Item as recorded on the Original Sales Invoice. The rand value as determined using the above formula shall constitute the credit value which the Customer will be entitled to use towards the purchase of a new replacement Continental branded tyre. The Customer will receive a capped credit up to the value of R 2500 (TWO THOUSAND FIVE HUNDRED RAND).

**1.5.3 Example: Calculation of the Credit Amount:**

Should you buy a tyre for R1000 with an original tread depth of 8mm, and the remaining tread on the tyre is 6mm, the Credit Amount will be R550.

= (6.0mm remaining tread – 1.6mm Continental Industry Standard) / 8mm original tread x R1000 purchase price

= 4.4mm/8mm x R1000

= 55% x R1000

= R550

## **1.6 Limitation of Benefits**

1.6.1 The Credit Amount will not be paid in cash, but paid towards the purchase of a new replacement Continental branded tyre from a Participating Tyre Dealer. The Customer will be liable for the difference between the Credit Amount and replacement cost of the new tyre(s) plus and charges for fitment, balancing and alignment.

1.6.2 Only one claim per Warranted Item can be made.

1.6.3 Save for credit advanced or paid out to customer in accordance with clause 1.5 (a) above for,

- (i) a warranted item insured for any of the warranted events, which take place within 30 days(thirty) from date of inception of the Conti sure warranty or within the first 2000 km;
- (ii) Free of charge items, where applicable; and / or
- (iii) Zero kilometre items,

Notwithstanding the value of the warranted item, the dealer, at the instance of Continental, shall be liable to pay credit calculated as per clause 1.5.3 above, not exceeding **R 2 500 (TWO THOUSAND FIVE HUNDRED RANDS)** in value for a single claim and/or single warranted item, the excess of which shall be for the customer's account.

## **1.7 Tread Depth Standard**

The Tread Depth limit is Continental's 1.6 mm minimum tread depth standard, which is acknowledged in various forms of communication by Continental (Internet, technical data books, customer service publications, etc.). This standard has been adopted as a regulation by many of the world's national

transportation authorities as it is the most widely accepted minimum tread depth standard at which tyres should be removed from service.

### **1.8 Excess**

In respect of each and every event that gives rise to a claim, 1,6 mm (ONE POINT SIX MILLIMETER) of the tread will be deducted from the remaining tread and will act as excess. The excess will not apply for a New Tyre in the first 30 (thirty) days or 2,000km (two thousand kilometers) whichever comes first.

### **1.9 Period of Warranty**

This ContiSure Warranty will be valid for 1 (one) year from date of purchase of the Warranted Item(s) as indicated on the Original Sales Invoice.

The ContiSure Warranty will terminate on the earlier of:

- the tread of the Warranted Item(s) being worn to the Legal Tread Limit of 1.60mm as measured at the time of a claim;  
Or
- the expiration of 1 (one) year from date of purchase of the Warranted Item(s);  
Or
- the sale of the Warranted Item(s) or vehicle to which the tyre was fitted;  
Or
- the removal of the Warranted Item(s) from vehicle to which the items were originally fitted;  
Or
- a claim has been paid.

### **1.10 Customer Obligation to maintain the ContiSure Warranty**

In order to maintain the ContiSure Warranty, the customer has an obligation to visit a Participating Dealer for a tyre inspection and tread depth check regularly. The dealer will record such visits on the Service History Page in the ContiSure Warranty Brochure; (a) At **EVERY** 10 000 km threshold after the date of fitment **OR** (b) at least once in the 12-month period if the 10 000 km threshold is not reached.

### **2. Exclusions and Limitations of the ContiSure Warranty**

CTSA's liability in terms of this ContiSure Warranty shall not under any circumstances:

- 2.1 Extend to taxis, buses, caravans, trailers, commercial vehicles;
- 2.2 Extend beyond the Period of 1 Year after the original purchase date;
- 2.3 Exceed the number of tyres fitted as detailed on the original sales invoice;
- 2.4 Extend to tyres having less tread than the recommended Tread Limit of 1.6mm;
- 2.5 Extend to Customer that have not had their 10 000km / once in the 12-month period tyre service done as specified.

### **3. Specific Exclusions on the ContiSure Warranty**

CTSA shall not be liable for:

- 3.1 Loss of or damage to the motor vehicle on which the Warranted Item was fitted;
- 3.2 Loss or damage to the rims or alloy wheels of the motor vehicle on which the Warranted Item was fitted;
- 3.3 Damage to the motor vehicle;
- 3.4 Liability as a result of injury or death from a Warranted Event;

- 3.5 Any tyre deemed safely repairable in the opinion of the tyre dealer;
- 3.6 Any claim where the Warranted Item becomes unusable and irreparable as a result of;
- a) Vandalism;
  - b) Abuse;
  - c) Mechanical irregularities of the vehicle;
- 3.7 Damage to the Warranted Item arising from gross negligence. Not having the 10 000km/once per annum tyre service done as specified, is defined as gross negligence on behalf of the customer.
- 3.8 Loss or theft of the Warranted Item(s).

#### **4. General Exclusions**

- 4.1 This ContiSure Warranty does not cover loss or damage directly or indirectly caused by, related to or in consequence of:
- A. (i) Civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above
- (ii) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
- (iii) (a) Mutiny, military rising, military or usurped power, martial law or state of siege  
or any other event of cause which determines the proclamation or maintenance of martial law or state of siege
- (b) Insurrection, rebellion or revolution
- (iv) Any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.
- (v) Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any State or Government or any provincial, local or tribal authority or for the purpose of inspiring fear in



the public or any section thereof

(vi) Any attempt to perform any act referred to in clause (iv) or (v) above

(vii) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in clauses (i), (ii), (iii), (iv), (v) or (vi) above

If the participating tyre dealer or CTSA allege that by reason of clauses (i), (ii), (iii), (iv), (v), (vi) or (vii) of this General Exclusion loss or damage is not covered by this ContiSure Warranty, the burden of proving the contrary shall rest on the Customer.

B. Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this warranty applies.

4.2 Notwithstanding any provision of this ContiSure Warranty including any exclusion, exception or extension or other provision not included herein which would otherwise override a General Exclusion, this cover does not cover loss or damage to the Warranted Item(s) or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any cause or event contributing concurrently or in any sequence to the loss, damage or expense. For the purpose of this General Exclusion 4.2 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or Government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any Government or for the purpose of inspiring fear in the public or any section thereof. If we allege that, by reason of this General Exclusion, loss or damage is not covered by this, the burden of proving the contrary shall rest on the Customer.

4.3 This ContiSure Warranty does not cover any liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from

(a) Ionizing, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;

(b) Nuclear material, nuclear fission or fusion, nuclear radiation; (c) Nuclear explosives or any nuclear weapon;

(d) Nuclear waste in whatever form; regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this General Exclusion only, combustion shall include any self-sustaining process of nuclear fission.

4.4 This ContiSure Warranty does not cover loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities.

If Continental Tyre South Africa says that a claim is not covered because of the General Exclusion **under clause 4** above, then the Customer must prove the contrary.

## **5. General Conditions**

### **5.1 Territorial Limits**

This ContiSure Warranty is limited to Warranted Events on public roads in the Republic of South Africa, Botswana, Lesotho, Namibia or Swaziland. If the Warranted Item(s) is damaged anywhere outside the Republic of South Africa, Botswana, Lesotho, Namibia or Swaziland, or not on a public road, no benefit will be received under this ContiSure Warranty whatsoever.

## **5.2 Transfer of Ownership**

The ContiSure Warranty for the Warranted Item(s) cannot be assigned to any other person and shall lapse in the event that the Warranted Item(s) be removed and / or transferred to a vehicle other than the specified vehicle to which the tyre was originally fitted, as recorded on the Original Sales Invoice.

## **5.3 Amendments to the Warranty**

Continental Tyre South Africa may amend this ContiSure Warranty. Amendments that affect the cover provided by this ContiSure Warranty shall be done at the discretion of Continental Tyre South Africa and this will be communicated only to participating dealers.

## **5.4 Cancellation**

This ContiSure Warranty may be cancelled by CTSA at its sole discretion. Such cancellation will be communicated only to participating dealers.

## **5.5 Misrepresentation, Non-Disclosure or Incorrect Description**

Misrepresentation, non-disclosure or incorrect description of any material fact or circumstances in connection with this ContiSure Warranty, may result that a claim in terms of this ContiSure Warranty be rejected.

## **5.6 Fraud**

If any claim or part thereof under this ContiSure Warranty is in any way fraudulent, or if any fraudulent means or devices are used by the Customer or anyone acting on the Customer's behalf

to obtain any benefit under this ContiSure Warranty, all benefits afforded in terms of this ContiSure Warranty shall be forfeited. Furthermore, this ContiSure Warranty may, at Continental Tyre South Africa's discretion, be voided or cancelled as from the date of the fraudulent conduct.

### **5.7 Dispute Resolution, Rejection of a Claim and Time Bar**

If a participating dealer rejects a claim in terms of this ContiSure Warranty or if the Customer disputes the Warranted Credit Amount, representation may be made to Continental Tyre South Africa within 90 days of the claim.

You can contact via e-mail to [support@ContiSure.co.za](mailto:support@ContiSure.co.za).

### **5.8 Condition Precedent**

Compliance by the Customer or anyone acting on behalf of the Customer with all the terms, conditions of this ContiSure Warranty is a condition precedent to Continental Tyre South Africa's liability in terms of this.

### **5.9 Currency and Law**

The calculation of the Credit Amount as calculated under clause 1.4, shall be in South African Rand, Namibian Dollar, and Botswana Pula as the case may be and any questions of law shall be decided according to South African Law.

## **5.10 Claims Procedure and Notification Period**

5.10.1 When a Warranted Event occurs, which may result in a claim in terms of this ContiSure Warranty, the Customer is required to proceed to the nearest participating dealer within 30 (thirty) days of the event and present his/her ID, together with the specified vehicle, Warranted Item(s), ContiSure Warranty Brochure, Original Sales Invoice and proof that Tyre Service intervals as defined 1.10 were adhered to.

5.10.2 Once the Tyre Dealer Claims official has assessed the Warranted Item(s) and the claim has been approved, the benefit(s) provided by this ContiSure Warranty shall be credited towards a new replacement Continental branded tyre.

5.10.3 In the event of a valid claim being approved, the Customer will not be entitled to buy/ retain the Warranted Item(s). Ownership in and to the Warranted Item(s) shall pass to CTSA against receipt of the ContiSure Warranty benefit.

5.10.4 The settlement amount shall be determined by tyre dealer on behalf of CTSA. Should the Customer dispute any determination made by the tyre dealer such dispute shall be referred to CTSA in the first instance as more clearly explained under Dispute Resolution above.

## **5.11 Continental Tyre South Africa (CTSA) Rights**

Despite what this ContiSure Warranty says elsewhere, CTSA will not be liable for the benefit(s) of this ContiSure Warranty unless the ContiSure Warranty Activation Process described in 1.1 was properly followed. The Customer must present the ContiSure Warranty Brochure and Original Sales Invoice in order to prove that the ContiSure was properly activated at the time of the original purchase. The Customer must also prove that the tyre service intervals of every 10 000km or at least once in the 12-month period, has been adhered to and recorded by the tyre dealer in the ContiSure Warranty Brochure.

## **Frequently Asked Questions:**

### **1. Does this Warranty cover Continental branded passenger and light commercial tyres of any value?**

Yes.

### **2. Can I get cash back for my claim instead of an amount towards my new tyres?**

No. Only a credit towards the replacement tyre purchase with another Continental branded tyre.

### **3. When does my ContiSure Warranty commence?**

You will be covered as soon as your new Continental branded tyre purchase has been concluded.

### **4. I am worried about the current state of the roads - if I hit a pothole am I covered?**

Yes. In the event that this incident took place on a Public Road in the covered territories described in the policy

### **5. How is this cover different to the manufacturer's tyre warranty?**

The manufacturer's warranty only covers manufacturing defects, not damage due to road Hazards.

### **6. Am I able to claim on this warranty if (a) I have a road accident/collision and my tyre is damaged or (b) my tyres are stolen?**

No, this situation is excluded under this warranty as this should be covered under your motor vehicle insurance.

### **7. Where can I make a claim?**

At any participating tyre dealer as the case may be in South Africa, Botswana, Lesotho, Namibia or Swaziland.

Please find participating dealers on <http://www.ContiSure.co.za>

#### **8. How do I make a claim?**

You bring your damaged tyre, the vehicle the tyre was fitted to and proof of identification and your ContiSure Warranty Brochure, into the nearest participating tyre dealer as the case may be. The Dealer Claims Official will verify your claim based on the presentation of your ContiSure Warranty Brochure, Original Sales Invoice and Tyre Service record. Once it is verified, your tyre will be assessed.

#### **9. How long is my claim likely to take?**

Once the tyre has been assessed and the Credit Due to you has been calculated by the dealer, you can immediately purchase your replacement tyre. This should take no longer than 60 minutes.

#### **10. How can I make an enquiry about my warranty?**

You can enter your vehicle registration number into the [www.ContiSure.co.za](http://www.ContiSure.co.za). You will then receive a registration confirmation status on your ContiSure Warranty. Support 041 995 5210

#### **11. Are my current tyres also covered if I replace only 2 tyres?**

No, only the Continental branded tyre(s) purchased from a participating tyre dealer as the case may be and recorded in your ContiSure Warranty Brochure and Original Sales Invoice, are warranted.

#### **12. Can I claim for 1 tyre, twice?**

No, once a claim has been granted that particular claim is now void. The tyre claimed for must be kept by the dealer for a monthly audit by Continental Tyre South Africa staff. Thereafter, the tyre must be made un-serviceable and disposed of via the legislated Scrap Collection Process.

#### **13. Can I claim in Botswana, Lesotho, Namibia and Swaziland as well?**

Yes

**14. Do I get a ContiSure Card that I can keep on me?**

No, you will receive a ContiSure Warranty Brochure to keep in your vehicle. This Brochure is very important and you must ensure that you keep it in your vehicle at all times. The compulsory 10 000km / once in the 12-month period tyre inspection services will be recorded in this Brochure by the dealer. It is your responsibility to ensure that you get the Service History Page stamped by the dealer at every visit.

**15. Does this warranty cover my alloy / steel wheels?**

No

**16. Does this come with roadside assistance?**

No.

**17. Does ContiSure warrant all brands of tyres?**

No, only Continental branded tyres bought from a participating dealer, are warranted.

**18. Does ContiSure warrant punctures and/or damage done by a nail as well?**

No, but if the puncture is deemed irreparable in the sole discretion of participating tyre dealer then the tyre would be warranted.

**19. Are Continental branded tyres with the SSR (Self Supporting Run flat) feature warranted?**

Yes

**20. I bought tyres from a participating tyre dealer and no one mentioned ContiSure. Am I covered after I leave the store?**

No, you will have to register via the [www.ContiSure.co.za](http://www.ContiSure.co.za) registration page. The ContiSure Warranty Brochure can be downloaded. You need to keep it and your Original Sales Invoice in your car and adhere to all the requirements.



**21. I have made one claim, and I bought more than one tyre on my original invoice. Does my warranty cover on the other tyres lapse?**

No, the cover only lapses on the tyre you have claimed. However, the replacement Continental branded tyre will also now be warranted under a new ContiSure Warranty. The Original Sales Invoice for the replacement tyre must be attached to the ContiSure Warranty Brochure.

**22. Is the participating tyre dealers decision final or can I appeal his / her decision via a higher authority?**

The Dealer Claims Official (Store Manager) acts as the claims authority. If dissatisfied with the outcome, the Marketing Manager of CTSA has the power to make the final decision. E-mail [Support@ContiSure.co.za](mailto:Support@ContiSure.co.za) with your concern

**23. Is the ContiSure Warranty transferable to a new owner when I sell my vehicle?**

No.

**24. How is the remaining tread depth measured?**

At the lowest point of the tyre. The tyre dealer makes this assessment using a tread Depth Gauge.

**25. Can I qualify for the warranty on my taxi tyres?**

No, this cover will only apply to tyres fitted on passenger or light commercial vehicles that are privately owned and not used for commercial purposes or in the transportation of passengers for commercial gain.

**26. Can a third party claim on my behalf, i.e. I send my driver with my ID and the vehicle in order to make a claim?**

No, the owner of the vehicle has to make a claim in person.

**27. I had to brake suddenly and there is a flat spot on my tyre. Is this covered?**

No, this will be regarded as wear and tear, which is not covered in terms of this warranty.

**28. I am too far away from a participating dealer, can I buy a tyre and claim it back?**

No, we have a very comprehensive dealer network and you have 30 days from the incident to make a claim.

**29. I recently bought a brand new vehicle with new Continental tyres from a car dealership; can I get covered on my new Continental tyres with ContiSure.**

No, the warranty is only for replacement tyres bought and that has a valid invoice from one of the approved partners mentioned in the main policy.

**30. Who can I contact to check the status of my ContiSure Warranty?**

Visit any participating dealer or you can visit our ContiSure Portal on the [www.ContiSure.co.za](http://www.ContiSure.co.za) website and enter your Car Registration number to check on you warranty status or alternatively contact Support 041 995 5210

**31. In the case of price increases on tyres, am I now warranted on the original price paid at inception or the new price?**

No, you are warranted for the original price paid at inception of the cover, as recorded on your Original Sales Invoice.

**32. What was the commencement date of the ContiSure warranty program?**

This program was launched on the in 1<sup>st</sup> November 2016 and will be ongoing.

**33. Is the warranty the same across all the dealers participating?**

No, Tiger Wheel & Tyre and the Tyres and More dealers will offer this warranty on 18inch tyre sizes and upwards ONLY.

BestDrive participating stores will offer this on all sizes.