



# CONTISURE SERVICE CONTRACT

This ContiSure Service contract is provided by Emirates For Universal Tyres L.L.C. on an optional basis to You.

Under this Service contract, you will receive a credit towards the purchase of a new replacement Tyre, when suffering irreparable damage to your newly purchased Tyre, subject to the terms and conditions of this ContiSure Service contract.

#### **Definitions**

The following words or terminology have the same meaning wherever they appear in this document:

**"Participating Dealer"** a tyre dealer located in the Geographical Area that has been authorised sell and undertake repairs, as appointed by Emirates for Universal Tyres L.L.C.

"Program Administrator", LFA E.W.M.L.L.C.

"ContiSure Service contract" this Service contract provided by the Company to You and described in the terms and conditions set out in this Service contract document.

**"Maximum** Service **Limit"** means no more than AED 2,500 per Tyre.

"Service contract **Start Date"** means the purchase date of your Tyre(s) as evidenced by your Original Sales Invoice.

**"Service** contract **Term"** means 12 (twelve) calendar months from the Purchase Start Date.

**"Geographical Area"** means the territory of The United Arab Emirates only.

"Tyre(s)" means a Continental branded passenger or light vehicles tyre.

**"You, Your, Yourself,** Service contract **holder(s)"** means the purchaser and owner/registered keeper of the vehicle to which the Tyre(s) have been fitted.

# **ContiSure Service Contract**

You are covered for any brand new Tyre(s) fitted by a Participating Dealer to Your vehicle. Documents required for any claim will be original sales invoice detailing your purchase of the service product.

You will receive a ContiSure Service contract wording to which You should attach your original sales invoice and keep these documents together.

NB: Details and documentation must be forwarded to Emirates For Universal Tyres and LFA within 15 days of purchase of the Tyre(s) in order to be eligible for the coverage..

## What is Covered?

You may claim against this ContiSure Service Contract when the covered tyre(s) are accidentally damaged and are deemed irreparable as a result of a cut, bruise, impact break or puncture occurring whilst on a public road within the United Arab Emirates.

The date of loss shall be the date on which the accidental damage occurs and must fall within the period of the Service Contract Term.

#### What is the Limitations?

In the event of damage to your tyre(s) you will be given a credit for the Unused Tread Value (as explained below) for the purchase of replacement Tyre(s) at a Participating Dealer. No Cash options are ever available.

In cases where the replacement tyre is not available an equivalent tyre may be offered up to a maximum value as noted in the schedule, the lower value will be credited to Emirates For Universal Tyres.

# **Inspection Conditions**

At the time of the reading the Tyre pressure must be as specified by the Vehicle manufacturer. The tread depth will be measured at the centre of the tread with the recorded reading be the mean of a minimum of three readings.

### Storage and Audit

Replaced tyres are to be retained by dealer for 30 days from the date of replacement and a photograph of the damaged tyre to be included in claim documents. After inspection the engineer will send his report to LFA and thereafter tyre can be disposed of unless in dispute.

# **Limitation of Benefits**

The Credit Amount will not be paid in cash but paid towards the purchase of a new replacement Tyre from a Participating Dealer. You will be liable for the difference between the benefit amount and replacement cost of the new Tyre(s).

NB: Only one claim per Tyre can be made.

The maximum value this Service contract shall be liable to pay is the original value of the Tyre as per the original sales invoice, or (i) an amount not exceeding the Maximum Service contract Limit in value for a single claim and/or single Tyre, or (ii) an amount not exceeding the Maximum Service contract limit.

Any costs above this value will be for You to pay Yourself to the Participating Dealer.

# **Tread Depth Limit**

The minimum Tread Depth limit is Continental's 3.0 mm minimum tread depth standard, which is acknowledged and 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 tyre should be removed from Service Contract.

# **Period of Service Contract**

This ContiSure Service contract will be valid during the Product Term and will terminate on the earlier of: -

- the tread of the Tyre(s) being worn to the minimum Tread Limit of 3.0 mm as measured at the time of a claim; Or
- the expiration of the Service Contract Term; Or
- the sale of the Tyre(s) or vehicle to which the tyre was fitted; Or
- the removal of the Tyre(s) from the vehicle to which they were originally fitted, Or
- a claim has been paid in respect of each Tyre; Or
- the Maximum Service Contract Limit in aggregate has been reached;

# **Exclusions and limitations of the ContiSure Service Contract**

This ContiSure Service Contract shall not under any circumstances:

- Extend to taxis, buses, caravans, trailers, commercial vehicles including usage for taxis, fare paying ride sharing such as Uber, short-term self-drive contract, by a driving school, a dispatch or delivery courier or for any form of commercial use, hire or reward; or used for public services (such as, but not limited to police, fire brigade, ambulance, rescue, military purposes);
- Extend to Tyres fitted onto vehicles used for timed competition, race or pace marking;
- Extend to any form of track usage;
- Extend beyond the Service Contract Term;
- Exceed the number of Tyres fitted as detailed on the original sales invoice;
- Extend to Tyres having less tread than the Tread Limit of 3.0 mm;

# **Specific Exclusions**

This Service Contract shall not be liable for:

- Loss of or damage to the motor vehicle on which the warranted Tyre was fitted;
- Loss or damage to the rims or alloy wheels of the vehicle on which the Tyre(s) was fitted;
- Damage to any other part of the motor vehicle;
- Any Liability whatsoever as a result of injury or death
- Any Tyre deemed safely repairable;
- Any claim where the Tyre becomes unusable and irreparable as a result of:
  - a) Vandalism; or
  - b) Abuse; or
  - c) Mechanical irregularities of the vehicle;
- Loss or theft of the Tyre(s);
- Damage to the warranted Tyre arising from gross negligence including but not limited to, not having your vehicle maintained and serviced in accordance to Your vehicle manufacturer's guidelines;
- Invalid if any other company or individual removed or repaired;
- Damaged caused by mechanical defects;

# **Territorial Limits**

This ContiSure Service Contract is limited to claims arising from use ONLY on public roads in the Territory.

NB: If a claim arises from use not on a public road, no benefit will be received under this ContiSure Service Contract whatsoever.

### **Transfer of Ownership**

The ContiSure Service Contract for the covered Tyre(s) cannot be assigned to any other person and shall lapse in the event that the Service Tyre(s) are 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.

# Misrepresentation, Non-Disclosure or Incorrect Description

Misrepresentation, non-disclosure or incorrect description of any material fact or circumstances in connection with this ContiSure Service Contract, may result in a claim being rejected.

## Fraud

If any claim or part thereof under this ContiSure Service Contract is in any way fraudulent, or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this ContiSure Service Contract, all benefits afforded in terms of this ContiSure Service Contract shall be forfeited.

Furthermore, this ContiSure Service Contract may be voided or cancelled as from the date of the fraudulent conduct.

## **Currency and Law**

The currency in use for this program shall be AED and any questions of law shall be decided according to UAE Law.

### How & when to Claim?

When a potential claim occurs, you will be required to proceed to the nearest Participating Dealer within 10 (ten) calendar days of the event and present together with the specified vehicle, the original sales invoice & ContiSure Service Contract document.

The benefit(s) provided by this ContiSure Service Contract shall be credited towards a new replacement Continental Tyre. In the event of a valid claim being approved, you will not be entitled to buy/ retain the damaged tyre. Ownership shall pass to Emirates For Universal Tyres. against receipt of the ContiSure Service Contract benefit.

### **Complaints**

For complaints relating to this Service Contract please write to Service Company at: info@leftfield.net. For complaints relating to administration or claims handling You may write to info@leftfield.net

If, after following the above complaints procedure you are not satisfied with the response, your complaint may be referred directly to the Administrator LFA E.W.M.L.L.C.