

Mercedes-Benz Certified

# Mercedes-Benz Certified 1 Year Warranty

Mercedes-Benz  
The best or nothing.



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Retailer Stamp.

# Dear Customers,

Congratulations on the purchase of your vehicle, which comes with a Mercedes-Benz Certified Warranty. This booklet sets out the terms, conditions and limitations that apply to the warranty.

Before completing the Customer Consent Form, please read this booklet carefully in order to gain an understanding of what is covered.

This paragraph applies if the consumer guarantees apply to the vehicle. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits of this warranty are in addition to any other rights and remedies you have under a law in relation to the vehicle. In addition to those statutory guarantees and other rights and remedies, we offer this warranty for your vehicle in Australia.

## **The way we handle your personal information**

We collect personal information from you for the purpose of providing you with vehicle sales and service, warranty, marketing, promotional, insurance and financial products and services and for the processing and assessing of any claims in relation to these products or services. You can choose not to provide this information, however, this may impair our ability to provide you with the product or service you have requested. We may disclose information we hold about you to retailers, the vehicle manufacturer, insurers, related companies, third party service providers (under conditions of confidentiality), warranty administrators, credit providers or as required by law. In the event of a claim, we may disclose information and/or collect additional information about you to or from investigators/legal advisors.

Personal information you provide to us will be handled in accordance with our privacy policy. A full copy of our privacy policy can be found at [www.mercedes-benz.com.au](http://www.mercedes-benz.com.au). If you wish to update or access the information we hold about you then please contact us on **(03) 9566 9266**.

# Definitions

<b>Authorised Mercedes-Benz retailer</b>	a Mercedes-Benz retailer authorised by MBAuP to repair your vehicle.
<b>Covered component</b>	means a component of your vehicle that was originally covered by the manufacturer’s vehicle warranty, but excludes those components described under “Exclusions” or those components excluded elsewhere in this warranty booklet, in particular, these items are excluded: <b>a.</b> Consumable items such as brake pads, tyres and wipers.
<b>Defect</b>	means the malfunctioning of a covered component, such that the covered component manifestly fails to perform the function it is intended or designed to perform (but excludes malfunctioning due to normal wear and tear).
<b>Delivery date</b>	means the date on which you take possession of the vehicle from the authorised Mercedes-Benz retailer.
<b>Loss</b>	means any damages, debt, loss, foregone profit, penalty, fine, expense, downtime, liability or costs (whether direct, indirect, incurred, consequential or contingent).
<b>Manufacturer’s Vehicle Warranty</b>	means the standard manufacturer’s vehicle warranty provided by MBAuP that covered the components of your vehicle when it was first sold as a new car, which at the time of your purchase of the vehicle may or may not have expired.
<b>Normal wear and tear</b>	means the reduction in operating performance of a covered component that results from normal use, having regard to the age of the vehicle and the total distance the vehicle has travelled since new (this includes corrosion, perforation and rust).
<b>Vehicle</b>	means the Mercedes-Benz Certified vehicle that is described in the Customer Consent Form.
<b>Warranty administrator</b>	means us or any other entity that we authorize to administer this warranty from time to time.
<b>Warranty period</b>	This warranty period commences on the later of: <b>1.</b> The date you purchased the vehicle; or <b>2.</b> The date that the manufacturer’s vehicle warranty expired. This warranty will expire 1 year after the commencement date of this warranty.
<b>We, us, our, MBAuP</b>	means Mercedes-Benz Australia/Pacific Pty Ltd (ABN 23 004 411 410).
<b>You, your</b>	means the person(s)/company named in the Customer Consent Form being the purchaser and registered owner of the vehicle.

# Customer Consent

I am interested in receiving direct marketing from Mercedes-Benz Australia/Pacific Pty Ltd in the following manner:

Email       SMS/MMS/IM       Regular mail       Phone

To change your preferences at any time or to obtain a copy of our full Privacy Policy, please contact the Data Protection Officer at Mercedes-Benz Australia/Pacific Pty Ltd, 44 Lexia Place, Mulgrave, Victoria, 3170, or via our website: [www.mercedes-benz.com.au](http://www.mercedes-benz.com.au)

Title:

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First name:

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Surname:

---

Business name: (if used for mailing address)

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Preferred mailing address:

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Suburb:

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State:

Post code:

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Email address:

---

Phone number:

---

Vehicle Registration transfer date:

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VIN:

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Registration no.:

---

Vehicle make:

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Model:

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# Introduction

Provided that you have:

- a.** Completed the Customer Consent Form;
- b.** Not received a letter declining cover,

Then MBAuP agrees to repair or (at the absolute discretion of MBAuP) replace (or have one of its authorised Mercedes-Benz retailers repair or replace) any covered component that suffers a manufacturing defect during the warranty period, subject to the terms, conditions and exclusions set out in this booklet. To the full extent permitted by law, MBAuP shall not be liable under this warranty or otherwise for any loss whatsoever (including any indirect, contingent or consequential loss, including without limitation penalty rates, downtime and freight/load loss) resulting or that may result from any defect. Our liability in all circumstances will, whenever permitted by law, be limited to the repair or replacement of any defective part or parts, or the payment of the cost of any such repair or replacement as we in our sole discretion determine to be appropriate. Our total liability under this warranty is limited in aggregate to the purchase price of the vehicle (excluding the value of third party goods and services).

## Your Warranty

This warranty is between you and MBAuP. It is made up of:

- a.** The Customer Consent Form; and
- b.** This booklet.

Together these documents set out the terms, conditions and exclusions of your warranty. It is your responsibility to ensure that the details contained in the warranty application are correct.

cont.

### **Warranty Period**

This warranty is only valid during the warranty period.

The duration of the warranty period will depend on how much of the manufacturer's vehicle warranty remains (if any) when the vehicle is delivered to you. Please ensure that you understand how the warranty period is calculated, and MBAuP takes this opportunity to ask you to familiarise yourself with the definition of "warranty period".

CPO Warranty is not transferable if the retailer trades in the vehicle. New CPO warranty must be applied for every new CPO sale.

### **Cancelling this Warranty**

You may cancel this warranty at any time by writing to MBAuP to request cancellation. In which case, the warranty will cease to apply from the date we receive your written request.

We may cancel this warranty in any of the following circumstances:

- a. At any time when you have not fully complied with the conditions of the warranty; or
- b. If we reasonably believe that a claim made under this warranty is fraudulent, misleading or deceptive in any respect.

If we cancel the warranty, the warranty will not apply to any claim made by you if that claim has not been processed by the date of cancellation.

This warranty will be void and automatically cease to operate if the vehicle:

1. is modified from the manufacturer's original specifications, unless approved in writing by MBAuP;
2. is not serviced throughout the warranty period as recommended by us (see section 'Servicing your vehicle');
3. is at any time used or tested in preparation for any form of motor sport, competition, rally or race;
4. if the vehicle is being used for commercial hire, commercial driver instruction or conveyance of passengers for fare or reward, courier purposes, commercial carpooling or ride sharing arrangements; the warranty concludes when the vehicle reaches 200,000kms on the odometer;
5. is used as a police or other emergency vehicle;
6. is used outside Australia;
7. is used for a purpose for which it was not designed;
8. at any time the odometer reading cannot be determined as accurate by virtue of it having been inoperative, tampered with, altered, disconnected or removed from the vehicle;
9. is damaged or destroyed so as to be classified as a write off, repairable write off, a total loss or listed on an Australian state and territory road transport authority as a major insurance claim;
10. is sold at public auction by any party other than MBAuP; or
11. becomes un-roadworthy or unregistered.

# What is covered?

MBAuP agrees to repair or (at the absolute discretion of MBAuP) replace (or have one of its authorised Mercedes-Benz retailers repair or replace) free or charge any covered component that suffers a manufacturing defect during the warranty period, subject to the terms, conditions and exclusions set out in this booklet. The warranty does not cover any servicing, maintenance, adjustment, upgrade, modification, and/or re-programming required to any covered component, or the cleaning of any covered component (including the removal of any algae, carbon, or sludge).

Parts used in repairing your vehicle may either be new or reconditioned (at our option) and will be commensurate with the age and condition of your vehicle. Reconditioned parts may be reconditioned other than by the vehicle's manufacturer.

There will be some instances where repairs cannot be authorised until your vehicle has been dismantled. In these cases, we will need your authority to dismantle your vehicle for proper diagnosis prior to commencing any repairs. Provided that the problem is covered by warranty, repairs will be authorised and you will not be charged anything extra for dismantling and reassembling your vehicle. In instances where the problem is not covered by this warranty, you will be responsible for all costs associated with dismantling and reassembling your vehicle.

# Servicing your vehicle

You must ensure that all services recommended by the manufacturer are performed in accordance with Mercedes-Benz requirements, this is found in the vehicle's Maintenance Booklet or Digital Service Booklet.

Either the vehicle Digital Service Booklet or Maintenance Booklet must be updated/stamped and dated with the correct kilometres by the repairer that performs the servicing. This information will be needed in the event of a claim. Failure to produce this or comply may void your warranty.

We recommend that all repairs and servicing be performed by an authorised Mercedes-Benz retailer. These workshops are well equipped with qualified personnel that will help to ensure quality service for you and your vehicle. You are free to go elsewhere, but you risk the warranty no longer applying if your non-authorised repairer causes a fault.

All malfunctioning covered components removed from your vehicle as a result of being replaced under this warranty are the property of MBAuP.

If you do not comply with these servicing requirements, MBAuP may (at its absolute and unfettered discretion) refuse a claim or cancel this warranty.

# Making a claim

To make a claim under this warranty:

1. Return the vehicle to an authorised Mercedes-Benz retailer.
2. Provide details of this warranty when delivering your vehicle to the authorised Mercedes-Benz retailer and ask the service personnel to lodge a claim on your behalf.
3. Complete a claim form if requested. Other documentation such as proof of servicing, invoices etc. may also be required. We will ask for this documentation if we decide that it is required.
4. When travelling away from home, in the event that your vehicle requires emergency repair work and you are unable to deliver your vehicle to an authorised Mercedes-Benz retailer please contact Mercedes-Benz Roadside Assistance on **1300 762 718**.

# Warranty Exclusions

What is not covered by this warranty:

1. Any defects due to misuse, intentional damage, neglect and normal wear and tear.
2. Items fitted to the vehicle which aren't genuine approved parts or options and resulting damage.
3. Defects or repairs required as a result of operating the vehicle and ignoring warning indicators.
4. Defects attributable to repairs performed by any person other than an authorised Mercedes-Benz retailer.
5. Defects attributable to a car accident.
6. Defects caused by contaminated or wrong grade or specification of fuel and lubricants.
7. Defects caused or contributed to by a non-covered component.
8. Rectification of rattles, squeaks, adjustments and water entry.
9. The replacement of consumable items such as brake pads, tyres and wipers.
10. Any maintenance, upgrade, adjustment, modification and/or reprogramming required to any covered component.
11. Damage due to natural, external and/or environmental influences including but not limited to climatic conditions, bird or animal droppings, road salt, plant and animal substances and pollution.
12. Damage caused by improper care, improper cleaning methods, cleaning materials and spray waxes not recommended by us.
13. Damage caused by use of the vehicle beyond its engineered and stated capability in regards to use, application and load capacity.
14. Goods not manufactured by us (including but not limited to the goods and services of body builders and other suppliers). Defects in or consequential to the use of such goods are the responsibility of the third party manufacturer or supplier. We will provide the name and contact details of any such manufacturer or supplier on request and it is your responsibility to make claims under such warranties.
15. Defects or repairs required if you continue to operate the vehicle after a defect arises.

# Warranty Exclusions

Customer complaints on normal wear and tear and the usual wear scopes cannot be claimed under CPO warranty. Aging and operational wear that occur due to the normal usage of the vehicle under the appropriate service and environmental conditions may have the below.

The consequences can be:

1. Soiling and material discoloration.
2. Other visual changes due to usage such as signs of wear and tear in the vehicle.
3. Interior, on the paint and on the soft top.
4. Changes to the body and suspension settings.
5. Premature failures of suspension components e.g. brake disks, shock absorbers.

# Mercedes-Benz Certified Vehicle Road Care

Mercedes-Benz Road Care applies during the Mercedes-Benz Certified warranty period and is offered to provide owners with assistance in case of a breakdown anywhere in Australia, 365 days a year.

In case of a breakdown simply call our 24 hour Toll Free Telephone Number.

**1300 762 718**

Mercedes-Benz Road Care

# Validity

Mercedes-Benz Road Care applies to Mercedes-Benz passenger cars with a current Mercedes-Benz Certified warranty.

The period of Mercedes-Benz Road Care cover will be equivalent to the Mercedes-Benz Certified warranty period specified on the warranty application.

The Mercedes-Benz Road Care programme applies where the vehicle, whilst in the course of a journey, suffers a breakdown anywhere in Australia. Additionally the vehicle must be undriveable or otherwise unable to complete the journey.

# Scope of Mercedes-Benz Road Care Services

	Situation	Road Care Cover
<b>1a. Breakdown assistance</b>	A journey which you have commenced is interrupted due to any of the following: flat tyre, flat battery, run out of fuel, lost keys or keys locked in car or any unknown cause (except traffic accident).	We will arrange for breakdown assistance to be provided. Costs for travel to and from your vehicle are covered. In addition minor repairs up to a maximum of \$200 (labour/parts/taxes) per breakdown are performed free of charge.*
<b>1b. Traffic accident</b>	Your vehicle is undriveable as the result of a traffic accident.	We will arrange for a tow truck to take your vehicle to a repair shop and organise for a taxi to take you to your destination. Towing and taxi charges are payable by you.
*Please refer exclusions on page 19.		
<b>2. Messages/ appointment</b>	If your breakdown or traffic accident may cause you to miss an appointment or airline booking.	We will notify your appointment partner, re-book your flight (at your cost), and pass on any other messages to persons concerned.
<b>3. Towing/vehicle recovery</b>	If your vehicle breaks down and cannot be driven any further or repaired on the road side.	We will arrange for your vehicle to be towed or transported to the nearest authorised Mercedes-Benz Certified retailer (if practicable) or to another such repair facility as we, at our discretion, select up to 40km. Alternatively, you may choose for your vehicle to be towed to another authorised Mercedes-Benz retailer and we will cover the costs up to 40km from the nearest authorised Mercedes-Benz retailer.
<b>4. Remote area* breakdown assistance</b>	A journey which you have commenced is interrupted due to any of the following: flat battery, flat tyre, run out of fuel, lost keys or keys locked in car or any breakdown caused by driver negligence, improper use or accident related situations.	We will arrange for breakdown assistance to be provided at owner's cost.

cont.

	<b>Situation</b>	<b>Road Care Cover</b>
<b>5. Remote area* towing/recovery</b>	Your vehicle breaks down in a remote area and cannot be driven any further or repaired on site.	“Unlimited” towing will only be applicable to breakdowns as a direct result of a mechanical or electrical failure that is covered by the vehicle’s warranty. A maximum dollar limit of \$5,000 applies to any single incident. Towing will not be covered for failure caused by the improper fitment of accessories, failures of non-genuine accessories and driver negligence.
<small>*Remote areas - an area which normally is accessible only by 4WD vehicles or which requires specialised heavy equipment.</small>		
<b>6. Taxi</b>	As a direct result of the breakdown it is necessary to make a short taxi journey.	Cost of taxi journeys to either home, airport, railway station, hotel, original destination, car hire centre or workshop, up to a maximum value of \$200 per breakdown.
<b>7. Legal assistance</b>	You require guidance on legal issues relating to the ownership and use of a motor vehicle.	We will provide advice on legal requirements and formalities regarding registration, insurance, stamp duty, leasing regulation or interstate traffic regulations.
<b>8. Medical assistance</b>	Within Australia you are more than 100km from home and require medical assistance.	We will provide advice on medical questions, arrange referral to local doctor, referral to local emergency services, help organise hospital admission, arrange transfer of medical records, monitor treatment and progress, arrange transport to an appropriate place of treatment liaise with family practitioner, relatives and friends.

	Situation	Road Care Cover
9. Hire vehicle, train flight, overnight accommodation	If your vehicle cannot be repaired on the day of the breakdown for a reason other than as a result of a traffic accident or similar physical damage, one of the following options will be provided to you and the other occupants of the vehicle:	Please note: hire vehicle is not available if this breakdown occurs less than 70km from home base.
	1. We will arrange a hire car for the continuation of your journey.	Hire car costs exclusive of fuel and oil up to \$1000 per breakdown, until your vehicle has been repaired. Provision of the hire car ceases at 5pm on the day you are notified that your vehicle has been repaired and all hire car costs relative to a period after that time will be your responsibility.
	2. You can continue your journey using public transport to reach your original destination or residence.	Reimbursement of travel costs up to \$500 per person and per breakdown (driver plus 4 passenger limit).  <b>Please note:</b> Alternative transport not available if the breakdown occurs less than 70km from home base.
	3. You wish to wait until your vehicle has been repaired and stay overnight for this reason.  <b>Please note:</b> Accommodation not available if the breakdown occurs less than 70km from your intended destination or home base.	<b>3a.</b> Reimbursement for accommodation costs including breakfast up to a maximum of 4 nights up to \$200 per person per night.  <b>3b.</b> If your vehicle is still not repaired after the first night, you may choose option 1 or 2 instead of further accommodation under section 3a.
10. Obtaining replacement parts	Your vehicle cannot be repaired immediately because the necessary parts are unavailable.	Freight costs of obtaining the parts necessary to repair the vehicle (air freight and express delivery charges).

# Procedure in the event of a breakdown.

Please call our Road Care 24 hour number

**1300 762 718**

You will be required to give the following details:

- a. Name of Road Care member.
- b. Vehicle Identification No. (VIN), (see maintenance booklet, Mercedes-Benz Road Care plastic card member number, or on vehicle – location dependent on model).
- c. Nature of breakdown.
- d. Location of immobilised vehicle.
- e. Phone contact for return call (if available).

After receiving assistance under the terms of Mercedes-Benz Road Care you may be asked to sign a claim form.

If you incur any expenses for items covered under Mercedes-Benz Road Care, please retain receipts and call **1300 762 718** to arrange for reimbursement, or contact your Mercedes-Benz retailer.

# Road Care Exclusions

Mercedes-Benz Road Care does not cover breakdowns which are:

1. The result of an accident, except as provided in paragraph 1b.
2. Caused intentionally or by negligence on the part of the owner, the driver or one of the occupants of the vehicle.
3. Due to the use of non-authorized parts or due to alterations to the vehicle which have not been authorised by Mercedes-Benz.
4. Caused by the theft of vehicle or vehicle components.
5. Due to participation in motor sport events or the practice for such events.
6. The result of war, terrorism, civil unrest, earthquake, storm, or other acts of nature.
7. Provision of a hire vehicle is not covered:
  - a. Within 70km radius of home address, as a result of breakdown.
  - b. The vehicle is at the retailer for prearranged service or repair work.
  - c. If service or repair work down time is due to parts or labour shortages.
  - d. If the retailer is unable to supply a loan or courtesy vehicle whilst performing service or repairs.
8. Where the total repair cost per breakdown exceeds \$200 (labour/parts/taxes), then the entire repair cost will be the vehicle owner's responsibility.

For situations that are not covered by Mercedes-Benz Road Care please remember that the services of our extensive network of Mercedes-Benz Certified authorised Mercedes-Benz workshops are available to you throughout Australia. In these cases the customer will be responsible for the costs. In order to obtain a rental vehicle it will be necessary for you to leave an imprint of a credit card with the rental company. All rental vehicle running costs, i.e., petrol, toll charges, fines, insurance excess reduction and consumables are your responsibility. In the event of an accident, the accident excess is also your responsibility. The hire will be subject to the vehicle rental company's usual terms and conditions.

# Authorisation and reimbursement of costs\*

In situations where an owner intends to incur costs for any services offered, the cost of which may be covered by Mercedes-Benz Road Care, authorisation must be obtained by calling:

**1300 762 718**

Reimbursement can be arranged by also calling this number, or contacting a Mercedes-Benz Certified authorised Mercedes-Benz retailer.

\*Please refer to exclusions on page 19.

Effective date 1<sup>st</sup> September 2019.

Information contained in these materials is subject to change without notice.

Mercedes-Benz Australia/Pacific Pty Ltd, 44 Lexia Place, Mulgrave, Victoria, 3170. ABN 23 004 411 410.

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