

Mercedes-Benz **Certified**



New.



Certified.

# Mercedes-Benz Certified Warranty

Mercedes-Benz  
The best or nothing.



**Dear Customer,**

Congratulations on the purchase of your Mercedes-Benz. As you are aware your vehicle includes a Mercedes-Benz Certified Warranty. This booklet sets out the terms, conditions and limitations that apply to the warranty.

Please read this booklet carefully in order to gain an understanding of what is covered.

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

We collect your personal information primarily for communication purposes. This allows us to supply you with vehicle sales , service and warranty information, marketing and promotional material plus information about insurance and financial 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 dealers, 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.

A full copy of our privacy policy can be found at [www.mercedes-benz.co.nz](http://www.mercedes-benz.co.nz). If you wish to update or access the information we hold about you then please contact us on [mbnz.warranty@daimler.com](mailto:mbnz.warranty@daimler.com)

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# DEFINITIONS

## authorised

**Mercedes-Benz retailer** ..... means a Mercedes-Benz retailer authorised by Mercedes-Benz New Zealand Ltd (MBNZ) to repair your vehicle.

**covered component** ..... means a mechanical 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:

- (a) consumable items such as oil seals, gaskets, external linkages, clutch friction plates, spark plugs, ignition leads, recharging air conditioners, fuel, lubricants and coolants;
- (b) any items that require replacement as part of normal vehicle maintenance, including (but are not limited to) spark plugs and leads, glow plugs, belts, filters, hoses, brake and clutch linings, brake pads, disc rotors and/or disc and drum and machining, batteries and bulbs;
- (c) defects in or failure of wheels, tyres, paint work, chrome, seals, panels and bodywork, all glass items, decorative or trim components (including but not limited to seat covers, door trips, soft top/convertible roof trim, covers, carpets, edge protectors), windscreen moulds, weather-strips and seals, cup holders, ashtrays, the telephone handset, software and battery; and
- (d) exhaust systems, inclusive of the manifold, engine pipe, catalytic converter, muffler, pipe sections, tail pipe and mounts.

**defect** ..... 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).

**delivery date** ..... means the date on which you take possession of the vehicle from the authorised Mercedes-Benz retailer.

**loss** ..... means any damages, debt, loss, foregone profit, penalty, fine, expense, downtime, liability or costs (whether direct, indirect, incurred, consequential or contingent).

## manufacturer's

**vehicle warranty** ..... means the standard manufacturer's vehicle warranty provided by MBNZ that covered the mechanical 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.

**normal wear and tear** ..... 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).

**vehicle**..... means the Certified Mercedes-Benz vehicle that is described in the warranty application.

**warranty administrator** ..... means us or any other entity that we authorise to administer this warranty from time to time.

**warranty period** ..... this warranty period commences on the later of the date:

1. you purchased the vehicle; or
2. that the manufacturer's new vehicle warranty expired.

This warranty will expire either 1 or 2 years after the commencement date. Please refer to your Vehicle Offer and Sale Agreement to confirm if your warranty is for 1 or 2 years.

**we, us, our, MBNZ** ..... means Mercedes-Benz New Zealand Ltd.

**you, your** ..... means the person(s)/company named in the warranty application being the purchaser and registered owner of the vehicle.

# 1. INTRODUCTION

MBNZ agrees to repair or (at the absolute discretion of MBNZ) replace (or have one of its authorised Mercedes-Benz dealers repair or replace) any covered component that suffers a defect during the warranty period, subject to the terms, conditions and exclusions set out in this booklet.

MBNZ 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). The decision of MBNZ in the case of all claims shall be final and conclusive.

## A. Your Warranty

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

- (a) the Vehicle Offer and Sale Agreement

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.

The warranty is only transferable if the new owner details are sent to MBNZ warranty department [mbnz.warranty@daimler.com](mailto:mbnz.warranty@daimler.com)

## B. 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 (if any) remains when the vehicle is delivered to you. Please ensure that you understand how the warranty period is calculated, and MBNZ takes this opportunity to ask you to familiarise yourself with the definition of "warranty period".

The warranty is only transferable if the new owner details are sent to MBNZ warranty department [mbnz.warranty@daimler.com](mailto:mbnz.warranty@daimler.com)

## C. Cancelling This Warranty

You may cancel this warranty at any time by writing to MBNZ 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 MBNZ;
2. is not serviced throughout the warranty period as recommended by us (see section 3);
3. is at any time used or tested in preparation for any form of motor sport, competition, rally or race;
4. is being used for hire, driver instruction or conveyance of passengers for fare, for reward (this includes car rental) or courier purposes (this exclusion does not apply to private car pooling arrangements);
5. is used as a police or other emergency vehicle;
6. is used outside New Zealand;
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 or a total loss;
10. is sold at public auction; or
11. becomes un-roadworthy or unregistered.

## 2. What is covered

MBNZ agrees to repair or (at the absolute discretion of MBNZ) replace (or have one of its authorised Mercedes-Benz dealers repair or replace) free of charge any covered component that suffers a 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. 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.



### 3. 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 Maintenance Service Booklet or available from your retailer service department. Vehicles with a Maintenance Booklet must be 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 get this done may void your warranty. Later models may operate a digital service schedule meaning all completed service information conducted by the authorised network is stored by Mercedes-Benz.

These workshops are equipped with qualified factory trained personnel and state of the art manufacturer's diagnostic equipment. 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 MBNZ.

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

## 4. 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 0800 622 277.

## 5. Exclusions

### **What is not covered by this warranty:**

1. Any defects due to misuse, damage caused by outside influences, neglect and normal wear and tear.
2. Items fitted to the vehicle which are not genuine approved parts or aftermarket components resulting in 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 non-authorized person other than an authorized Mercedes-Benz retailer or appointed repairer.
5. Defects attributable or consequential to a car accident.
6. Defects caused by contaminated or incorrect grade or specification of fuel and lubricants.
7. Defects caused or contributed to by a noncovered component/s.
8. Rectification of rattles, squeaks, adjustments and water entry.
9. The replacement of consumable items such as, but not limited to, oil seals, gaskets, external linkages, clutch friction plates, spark plugs, ignition leads, recharging air conditioners, fuel, lubricants, coolants, glow plugs, belts, filters, hoses, batteries and bulbs, brake pads and discs, tyres and wiper blades.
10. Defects in or failure of wheels, tyres, paintwork, chrome, seals, panels and bodywork, all glass items, decorative or trim components, door trims, seat covers, soft top/convertible roof trim, covers, carpets, edge protectors, windscreen moulds, weather strips and seals, cup holders, ashtrays, telephone handset, software and battery.
11. Exhaust systems, inclusive of the manifold, mufflers, pipe sections, tail pipes and mounts.
12. Any maintenance, upgrade, modification and/or reprogramming required to any covered component.
13. 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.
14. Damage caused by improper care, improper cleaning methods, cleaning materials and spray waxes not recommended by us.
15. Damage caused by use of the vehicle beyond its engineered and stated capability in regards to use, application and load/towing capacity.
16. 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. If known 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.
17. Defects or repairs required if you continue to operate the vehicle after a defect arises.
18. Damage or failure resulting from failure to have the vehicle serviced at the correct interval or mileage, as recommended by the manufacturer.

# Mercedes-Benz Certified Vehicle Roadside Assistance

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

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

## Mercedes-Benz Roadside Assistance

0800 622 277







### Validity







Mercedes-Benz Roadside Assistance applies to Mercedes-Benz passenger cars with a current Mercedes-Benz Certified warranty.

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

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

# Scope of Mercedes-Benz Roadside Assistance Services

	Situation	Roadside Assistance Cover
1. a. Breakdown assistance: 	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.*
b. Traffic accident	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 14		
2. Messages/Appointments 	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.
3. Towing/vehicle recovery 	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 100km. Alternatively, you may choose for your vehicle to be towed to another authorised Mercedes-Benz retailer and we will cover the costs up to 100km from the nearest authorised Mercedes-Benz retailer.
4. "Remote area"* Breakdown assistance 	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.
5. "Remote area"* Towing/Recovery 	Your vehicle breaks down in a remote area and cannot be driven any further or repaired on site.	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.
* "Remote areas" - an area or private road which normally is accessible only by 4WD vehicles or which requires specialised heavy equipment.		
6. Taxi 	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, care hire centre or workshop, up to a maximum value of \$100 per breakdown.

	Situation	Roadside Assistance Cover
7. Hire vehicle, train flight, overnight accommodation	<p>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:</p> <p>1. We will arrange a hire car for the continuation of your journey, up to a maximum of 3 days.</p>	<p><b>Please note:</b> Hire vehicle is not available if the breakdown occurs less than 100km from Home Base and the vehicle can be repaired within 24 hours.</p> <p>Hire car costs exclusive of fuel and oil up to \$500 per breakdown, until your vehicle has been repaired. Provision of the hire car ceases at 5 pm 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.</p>
   	<p>2. You can continue your journey using public transport to reach your original destination or residence.</p>	<p>Reimbursement of travel costs up to \$500 per person and per breakdown (driver plus 4 passenger limit).</p> <p><b>Please note:</b> Alternative transport is not available if the breakdown occurs less than 100km from Home Base and the vehicle can be repaired within 24 hours.</p>
	<p>3. You wish to wait until your vehicle has been repaired and stay overnight for this reason.</p> <p><b>Please note:</b> Accommodation not available if the breakdown occurs less than 100km from your intended destination or Home Base.</p>	<p>3a. Reimbursement for accommodation costs including breakfast up to a maximum of 3 nights up to \$150 per person per night.</p> <p>3b. 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.</p>
8. Obtaining Replacement Parts	<p>Your vehicle cannot be repaired immediately because the necessary parts are unavailable.</p>	<p>Freight costs of obtaining the parts necessary to repair the vehicle (air freight and express delivery charges).</p>
		
9. Medical Assistance	<p>a) Within New Zealand You are more than 100km from home and require medical</p>	<p>We will provide advice on medical questions, arrange referral to local doctor, referral to local monitor treatment and progress, arrange transport to an appropriate place of treatment liaise with family practitioner, relatives and friends.</p>
		

# Procedure in the event of a breakdown

Please call our **Roadside Assistance 24 Hour number**

**0800 622 277**

You will be required to give the following details:

- (a) Name of Roadside Assistance member.
- (b) Vehicle Identification No. (VIN), (The 17 digit VIN number can be located on the passenger side exterior lower windscreen or on the Roadside membership card).
- (c) Nature of breakdown.
- (d) Location of the vehicle.
- (e) Phone contact for return call (if available).

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

If you incur any expenses for items covered under Mercedes-Benz Roadside Assistance, please retain receipts and call 0800 622 277 to arrange for reimbursement, or contact your Mercedes-Benz retailer.

## Roadside Assistance Exclusions

Mercedes-Benz Roadside Assistance does not cover breakdowns which are:

1. The result of an accident, except as provided in paragraph 1.b.
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-authorised 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 in practise 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 100 kms radius of home address, as a result of breakdown
  - b) The vehicle is at the dealership 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 excess repair cost will be the vehicle owner's responsibility.

For situations that are not covered by Mercedes-Benz Roadside Assistance please remember that the services of our extensive network of Mercedes-Benz Certified authorised Mercedes-Benz workshops are available to you throughout New Zealand. 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 Roadside Assistance, authorisation must be obtained by calling:

**0800 622 277**

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

\* Please refer to exclusions on page 14.



