



# MAHINDRA ASSIST ROADSIDE ASSISTANCE

Terms and Conditions | Mahindra Assist Toll Free 1800 241 467

# MAHINDRA ASSIST

Every new Mahindra Scorpio, XUV700 and XUV 3XO delivered will come with free national roadside assistance cover for up to a total of 7 years from date of purchase and/or 150,000 kms whichever is earlier. This Roadside Assist Cover is subject to certain conditions as detailed below.

- Upon customer delivery, the new vehicle will come with 12mths Roadside Assist Cover.
- The cover will extend for a further 12 months upon the vehicle completing its scheduled Logbook service at one of our Mahindra dealerships and or Mahindra authorized service centers.
- There are caps on the towing distance, that the policy will cover. For Metropolitan- 50 km towing allowance For Country- 100 km towing allowance

If the vehicle reports to the dealership for servicing after the expiry date of prevalent cover, the vehicle will still be eligible for 12-month extension of the RSA, provided-

- a) It is within the 7-year and or 150,000km warranty period as stated above.
- b) The vehicle has not missed any service i.e. the previous or Last service was carried out within 14 months or 17,000 kms (whichever earlier) from the reporting date/kms of this proposed service.

The date of extension of cover for a period of 12 months would then be from date of invoice of current /proposed service.

Any delay of servicing beyond the 12 months cover will render the vehicle to be Left without the Roadside Assistance cover. Consequently,

in case of a breakdown e.g. mechanical or electrical fault which has caused the vehicle to be immobilised or become unsafe to drive (whether in transit or otherwise). Breakdown can also include a flat tyre, flat or faulty battery, a vehicle which has run out of fuel or keys which have been Locked in the vehicle or Lost or any such incident to be attended under this cover, Mahindra would not be responsible for providing any roadside assistance

# **Benefits Under Roadside Assistance**

# **Flat Battery**

If your Mahindra vehicle has a flat battery, we will attempt to jump start the vehicle for you. If the vehicles battery is found to be faulty and is still covered by the 12-month battery warranty, a replacement battery will be arranged and installed at no cost to you.

If the battery is out of warranty, a replacement battery can be arranged and installed at your expense. If the vehicle requires towing this can be arranged. (Refer to towing)

## **Towing**

If your vehicle cannot be mobilised at the breakdown Location, then towing can be provided where the following applies:

**Metropolitan Areas:** In the metropolitan area, your vehicle will be towed to the nearest Mahindra dealership, or if there is no Mahindra dealership present in the town city area, we will arrange for your vehicle to be towed to the Service Provider's local service facility. Mahindra Australia will make every endeavor to have the vehicle back on road through

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services of the Service Provider. However, if it is determined that the vehicle cannot be mobilised within an acceptable period at the Service Provider's facility, vehicle recovery arrangements will be made by the Service Provider to transport the vehicle to the closest Mahindra dealer. A Towing Limit of 50km applies to the towing charge in such a transfer. Any towing charge above the Limit will be payable by the owner/driver.

You can also elect to have your vehicle towed to an alternative Location within the metropolitan area, at your expense.

**Country Areas:** In country areas, your vehicle will be towed to the nearest Mahindra dealership, or if there is no Mahindra dealership present in the country area, we will arrange for your vehicle to be towed to the Service Provider's Local service facility. Upon the next Business Day, the Service Provider will work with Mahindra Australia to mobilize the vehicle.

If it is determined that the vehicle cannot be mobilised within an acceptable period, vehicle recovery arrangements will be made by the Service Provider to transport the vehicle to the closest Mahindra dealer. The Limit of 100km applies to the towing charge. Any towing charge above 100km will be payable by the owner/driver.

There could be Lengthy delays experienced in Rural areas due to breakdown Location. You can also elect to have your vehicle towed to an alternative Location within the country area, at your expense. In addition, any form of registered trailer or caravan being towed by your Mahindra vehicle will be transported to the same destination as the towed vehicle, at your expense.

# **Excess Towing Charges**

Any excess towing charges are to be made by the owner/driver directly to the service provider. Mahindra is not responsible for the payment of excess charges.

#### **Out of Fuel**

Should your vehicle run out of fuel, the Service Provider can arrange for the delivery of sufficient unleaded petrol or diesel to enable you to drive to the nearest service station. If it is not possible or practical to provide fuel, your vehicle will be towed to the nearest service station, at your expense. For vehicles fitted with LPG only, a tow can also be arranged at your expense to the nearest LPG service station. If Wrong Fuel is found in the vehicle then the service provider will recover the vehicle back to the nearest Service station at your expense.

# **Lost or Locked Keys**

Mahindra may want to put a monetary cap on the amount spent for Looking for Lost keys or entering a vehicle by the Service Provider up to a maximum of \$150.00.

If you've Lost your keys, or Locked them in the vehicle, the Service Provider will provide all reasonable assistance to attempt to open the vehicle. This service may be provided subject to proof of ownership or owner authority to drive the vehicle.

Following your request to retrieve keys Locked in the vehicle, Mahindra will not take responsibility for any damage that may occur and will require that a waiver be signed prior to any work commencing.

Alternatively, the Service Provider will arrange for the services of

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a Locksmith or will arrange to transport the vehicle to the nearest Mahindra dealer (if possible), at your expense.

### Tyres & Wheel Changing

Mahindra Assist will help you replace a damaged tyre/wheel with your vehicle's spare. Where the spare is not serviceable, roadworthy, or compatible, a tow to the nearest facility that can supply or repair the tyre/wheel will be provided at your expense.

#### Trafficable Roads

Service can only be provided to vehicles on a Gazetted Road/driveway that is Legally trafficable by a conventional two-wheel drive vehicle or towing recovery vehicle.

# **Bogged Vehicles**

Service will be provided to vehicles stranded on Gazetted Road constructed roads/driveways that are Legally trafficable by conventional two-wheel drive vehicles and where no special equipment such as power winches or extended cables are required.

#### Vehicle Rescue

Should your vehicle run out of fuel, the Service Provider can arrange for the delivery of sufficient unleaded petrol or diesel to enable you to drive to the nearest service station. If it is not possible or practical to provide fuel, your vehicle will be towed to the nearest service station, at your expense. For vehicles fitted with LPG only, a tow can also be arranged at your expense to the nearest LPG service station. If Wrong Fuel is found in the vehicle then the service provider will recover the vehicle back to the nearest Service station at your expense.

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Following your request to retrieve keys Locked in the vehicle, Mahindra will not take responsibility for any damage that may occur and will require that a waiver be signed prior to any work commencing.

Alternatively, the Service Provider will arrange for the services of a Locksmith or will arrange to transport the vehicle to the nearest Mahindra dealer (if possible), at your expense.

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#### **Vehicle Rescue**

If your vehicle has become disabled off a Legally trafficable road such as a beach, field or creek, Mahindra Assist will attempt vehicle rescue provided that reasonable and safe access is available, however this will be at the driver's expense. Caravans or trailers being towed by the vehicle are excluded from the services.

#### **Remote Areas**

In remote areas you may experience delays in obtaining roadside assistance due to your Location, the availability of the Service Provider and accessibility. Remote areas are defined as areas within Australia that are sparsely populated and where normal Auto Club services are not readily available.

# **Towing Limitations**

Repeated services due to member related faults. Towing will only be provided if the vehicle can be transported within the Legal weight and physical dimension Limitations of the Service Provider's standard network equipment. For vehicles exceeding these Limitations or where specialist towing equipment is required, towing can be arranged at the driver's expense

#### **Unattended Vehicles**

The driver, or a representative must wait with the vehicle until the Service Provider arrives. Unattended vehicles will not be serviced

under any circumstances. Where the driver has elected an authorised representative, there representative must hold a current drivers License in case the vehicle is required to be moved. If the service provider arrives at Location of breakdown and is unable to Locate the driver and any further/repeat call-outs will be at the Owners expense.

# **Special Equipment**

Should special equipment be necessary to deliver effective service or where the Service Provider is required to decide for the supply of any special equipment, the additional cost will be the driver's responsibility.

# **Natural Disasters/Industrial Disputes**

If a natural disaster or an industrial dispute places extraordinary demands on service resources, Mahindra Assist may alter and/or offer alternative assistance. If a disabled vehicle cannot be reached owing to events such as floods or bushfires, Mahindra Assist will Endeavor to provide whatever assistance is practicable under the circumstances.

#### Collision/Accident

If your vehicle is as a result of a collision or impact with any object, whether caused by mechanical failure or for any other reason or incident, towing assistance can be arranged at the driver's expense.

#### **Home Assistance**

Roadside assistance will be provided at the home address in the same way as at roadside. However, during times of peak demand, 'at roadside'; calls will be given priority over that of 'at home' calls for assistance.

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# Cargo

Mahindra or its Service Provider i.e. Assist Australia through its associated state clubs using their service vehicles will accept no responsibility for the security and/or any Loss associated with a disabled vehicles cargo which may result from providing roadside assistance and/or towing. The unloading of the vehicle's cargo is full responsibility of the Owner/Driver. This is subject to towing Limits as mentioned above and additional cost may apply.

# **Attempted Repairs**

Should you request roadside assistance, the Service Provider will examine the vehicle upon arrival. If it is found that a third party attempted repairs causing further problems and the Service Provider considers the vehicle cannot be started or driven without risk of further damage, service may be refused. In these circumstances, the driver will be responsible for any towing costs incurred.

#### Service Limitations

Roadside assistance services will be refused where, under initial inspection, it can be reasonably determined that the vehicle has undergone major body modifications, has been participating in any form of motor sport, the driver has been engaged in unlawful activity or driving under the influence of alcohol or drugs, or where there is a perceived safety risk in supplying any of the services or Failure to comply with instructions reasonably provided by Mahindra, their agents or Service Providers; or Vehicles operating as rental vehicles or hire vehicles or Vehicle abuse or neglect.

Taxi, National Fleet, Government vehicles and all vehicles which are unregistered are excluded from the program.

# **Territory Limitations**

This program is applicable only for the territory of mainland Australia.

# Force Majeure

Mahindra Australia and its service providers have no Liability for any Loss and are fully released from responsibility for non-performance and/ or delay in providing this service in case of any Act of God, flood, storm, bushfire, acts of terrorism, Government imposed Lock-down or any such circumstances beyond their control.

#### Jurisdiction

This agreement is governed by and construed in accordance with the Laws of Queensland and the parties submit to the jurisdiction of the courts of Queensland.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other

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reasonably foreseeable Loss or damage from a failure in the goods or service from a failure in the goods or service.

# **Privacy**

Your personal information is collected by Assist Mahindra Automotive Australia Pty Ltd (ACN 133379218) to enable us to administer and provide you with roadside assistance, including arrange services=ces to be supplied to you by third parties where appropriate. Assist Australia may exchanges your personal information with Mahindra Automotive Australia Pty Ltd (ACN 133379218) Australian Motoring Clubs and our related bodies corporate, agents and contractors (such as call centre and information technology providers) for these purposes and any other purpose you have consented to as authorised law.

If you provide personal information about another person to us or our agents or contractors, you warrant that this information is provided with the consent of the individual concerned and that you have the authority to act an their behalf. You should also refer to Mahindra Privacy Policy being available.

For more information about how Assist Australia approaches privacy, please contact Privacy Officer at Assist Australia, Level 9, 459 Little Collins Street Melbourne VIC 3000 or by email at privacy@theamsgroup. com.au or read our Privacy Policy (available at www.assistaustralia.com. au). Our Privacy Policy contains information about how you can gain access to or seek correction of personal information that Assist Australia holds about you. It also contains information about how you can make a privacy complaint and how Assist Australia will deal with it.

**Please Note:** Mahindra reserves the right to change the Service Provider's conditions and supply procedures outlined in this leaflet, at anytime without notice.



**Dealer Details:** 



Mahindra Automotive Australia Pty. Ltd.

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www.mahindra.com.au