### **TERMS AND CONDITIONS**



# DELHI-MUMBAI & KASHMIR KANYAKUMARI SERVICE CORRIDOR







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# DELHI-MUMBAI & KASHMIR KANYAKUMARI SERVICE CORRIDOR

Mahindra Truck and Bus Division ('MTBD'), a division of Mahindra & Mahindra Ltd. shall ensure the reach time of two hours on Delhi -Mumbai Corridor and four hours on Kashmir – Kanyakumari leg of Golden Quadrilateral defined by MoRTH ("Highway") as on 1<sup>st</sup> March 2017. This is applicable in case of breakdowns of its Light, Intermediate and Medium & Heavy Commercial range of vehicles getting reported at the Delhi – Mumbai and Kashmir – Kanyakumari corridors.

# Criteria:

#### Scope

- The guarantee is applicable on the range of Vehicles mentioned in the Annexure -1 attached.
- Guarantee is for breakdowns occurring in the Highways.
- If we don't reach the spot within two hours on Delhi -Mumbai Corridor and four hours on Kashmir Kanyakumari of you lodging of breakdown call in MTBD Call Centre NOW24x7, we shall pay a sum of Rs 500 for each hour of delay in reaching the breakdown spot for the reasons attributable to us. (Conditions Apply). MTBD shall not be liable for any liability, whether direct or indirect over and above what is mentioned in this clause

#### Eligibility

Customers, who have made a purchase of Mahindra Truck and Bus - HCVs, ICVs and LCVs will be eligible for the service under this category.

## **Guarantee Claim Lodging Process:**

The following clauses define the process of lodging a Guarantee claim, which must be followed by the Customer. Any deviation from the defined process shall render the service invalid.

- The Customer must read, understand all the Terms and Conditions of eligibility, prior to submitting the claim against the service and even otherwise, once the Guarantee Claim is submitted, no dispute can be raised later on the Terms and Conditions and the process adopted.
- The participation in the Guarantee Claim shall be made as per below steps. Any other mode of submission of Claim shall be deemed to be invalid. Any incomplete or incorrect or unclear information shall render the Claim invalid.



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#### Steps to be followed for lodging the claim

Claim has to be lodged by calling to our NOW 24X7 call center on either of the two numbers 1800 200 3600 or 020 27473600 in first 48 hours from the time of closing of breakdown call.

• Customer will have to provide the given below details to our telecaller -

Registration number	:
Breakdown Date	:
Breakdown Time	:
Breakdown location	:
Mechanic reach time	:

- The claim will not be qualified if above information is not received or any incorrect/untrue information is given at the time of lodging.
- Once the claim is registered, confirmation will be communicated to the customer via SMS/call.
- Guarantee Claim lodging process would be deemed to be completed by Customer only if the confirmation SMS/call is received by the customer.
- The claim has to be raised within first 48 hours from the time of closing of breakdown call.
- MTBD is not responsible for delayed receipt of the Claim, or phone line down-time for technical or any other reasons.
- Claim once submitted cannot be modified by the customer.
- MTBD does not take responsibility and liability for any harm / injury to the Customer and their team and/or damage to the vehicle and/or Customer and/or participant caused in this Guarantee.

## **Claim Treatment:**

- On lodging the claim, MTBD will verify the authenticity of the claim by a method preferred to the sole discretion of the company.
- Once the claim has been verified, the customer will receive a SMS/call on the mentioned mobile number confirming the acceptance/rejection of his/her claim.
- In case of claim rejection, the decision by MTBD shall be final and binding on the customer.
- In case of acceptance of claim, the reimbursement request will be initiated to the concerned service touch point who shall be contacting the customer to settle the claim.
- Mode of payment shall be in the form of cheque/Demand draft/NEFT/RTGS.
- Customer has to acknowledge the receipt of the claim amount to the concerning service touch point.

All claims against guarantees received will follow a defined process, to determine if they are complete, accurate and aligned with the T&C of this Guarantee. This process is not subject to being queried or challenged by any Customer. This process as defined by MTBD shall be final & binding and cannot be questioned in any manner whatsoever. This is a goodwill gesture and cannot in any event be construed as a contractual obligation



# **Other Terms and Conditions:**

- For the calculation of mechanic reach time, Start time = Time of lodging the breakdown call in NOW 24X7.
  End time = Mechanic reporting time at the breakdown spot as confirmed by the customer. Mechanic Reach Time = End Time – Start Time
- The End time will further be verified by our mechanic who has been deputed to attend the said vehicle.
- Customer will be contacted by our call center after first 120<sup>th</sup> min incase of Delhi -Mumbai Corridor and first 240<sup>th</sup> min hours on Kashmir – Kanyakumari of lodging the complaint. After that, customer will be contacted at every 45 min till the arrival of breakdown team.
- The Guarantee is applicable only to Off-road cases reported on the 'Highway' i.e. post lodging of complaint, the vehicle should not be mobile.
- The guarantee is not applicable for the breakdowns cases that may have occurred in the union territory of Delhi and the city of Mumbai.
- Vehicles under standard and/or extended warranty shall be honored for this guarantee, whereas for out of warranty vehicles, the mechanic start time will be taken from the time of receiving of customer's approval against the deputation charges which are on account of expenses incurred in attending the breakdown towards mobile workshop running cost and mechanic cost as per MTBD policy applicable at that point of time.
- The Guarantee is only applicable to the breakdown cases, where the driver/owner is able to provide the exact details of breakdown spot on the designated route. If the breakdown team is unable to find the spot for the reasons attributable to the customer, the company shall not be liable for anything under the Guarantee and the customer is disqualified from raising a claim.
- This Guarantee is not valid for breakdowns occurred at Tipper-sites located in the vicinity of the 'Highway'.
- Accidental cases are not covered under this Guarantee.
- For the Guarantee to be valid, there should be no outstanding dues of any kind whatsoever, of the customer with any service touch point of MTBD.
- MTBD reserves the right to close the Guarantee and/or modify/alter the terms and conditions of the Guarantee at its discretion without any prior notice. However, the Guarantee offered on reach time till the date of withdrawal of Guarantee shall be honored subject to compliance with other Terms and Condition of the Guarantee.
- Applicability of Guarantee 1<sup>st</sup> April 2020 till 31<sup>st</sup> March 2021
- The decision of MTBD management on all other matters regarding the Claims shall be final and binding on the Customers.
- Participating in the Claim process in any manner is tantamount to agreeing to these T&C, as amended from time to time.
- Customer permits MTBD free of cost, the use of their name, photograph and/or video footages and factual information about their Guarantee in public media.
- MTBD cannot be and shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Guarantee due to matters beyond its control or for force majeure reason(s).
- All disputes relating to or arising out of the Guarantee shall be subject to the laws of India, and shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at Mumbai, India.



3



- The Claimants agree that they shall hold harmless MTBD, its employees, officers, contractors or other persons and shall defend them against any loss, claim, demands, costs, damages, judgments, expenses or liability arising out of or in connection with any or all claims whether or not groundless, that may be brought against MTBD by any third party in connection with their Claim(s).
- In the event the any Customer has further queries or desires to know more about the Terms & Condition of the Guarantee, the Customer may write to [NOW24X7@mahindra.com or write to General Manager – Customer Care & Spares, Mahindra Truck and Bus Division, 128 A -Sanghvi Compound, Mumbai – Pune Old Highway, Chinchwad, Pune, 400 019, up to the date of validity of the Guarantee.
- Participating in this Guarantee will require communication with the Participant, and communication related to the participation by every Claimant, and hence, Participant waives his/ her national "do not call/ disturb" directory rights for the purposes of this Guarantee.
- MTBD shall not be liable to give the Guarantee, if, after receipt of Customer's request for Guarantee, MTBD is unable to reach the Customer even after making three consecutive unsuccessful attempts on his registered contact details with MTBD, The same would apply for information requests made to any Customer, who does not respond within two weeks or such other time stipulated for response. This Guarantee offer and/or claim against it, cannot be clubbed/ exchanged with any other offer of MTBD.

4





#### <u>Annexure – 1</u>

#### **PRODUCTS**:

1. Mahindra Trucks and Buses, Commercial Vehicles ranging from 3.5 Ton to 55 Ton GVW/GCW.

