

## Ford Customer Service Charter

Congratulations on the purchase of your new Ford and welcome to our family. We are proud of our global family of products, of the passion they ignite and the journeys they inspire. Nothing is more important to us than ensuring your safety and enjoyment each time you get behind the wheel of one of our cars and we are committed to delivering quality products and services to you.

### 1. Our Services

Together with our comprehensive, nation-wide dealer network, we have designed a range of services to help you get the most from your Ford ownership experience. Central to this is delivering services that are convenient, reliable and transparent because that's what service should be.

#### [5 year unlimited kilometre warranty](#)

Your new Ford comes with a 5 year/unlimited km Ford Express New Warranty for added peace of mind (for all vehicles delivered on and after 1 May 2018)<sup>1</sup>.

#### [Peace of Mind Inspection](#)

Once you've purchased a new Ford and have spent time with your vehicle, we offer you a complimentary 'Peace of Mind' service inspection after 3,000kms, or 2 months (whichever is first), to ensure everything is as it should be<sup>2</sup>.

The inspection involves taking a look at a number of different areas of your Ford as well as helping you understand how to use some of the features in your new Ford if you are unsure.

#### [Servicing with your Ford Dealer](#)

When you service with our dealer network, you can feel at ease knowing that your car is being serviced by factory trained technicians using specialised diagnostic equipment. After all, nobody knows your Ford better than we do.

#### [Roadside Assistance Auto Club Membership](#)

If you are a Private or Blue Business Fleet customer then until your vehicle reaches 7 years of age, each time a standard service is completed by a participating Ford Dealer, you'll receive State Auto Club Roadside Assistance and Membership<sup>1</sup> for up to 12 months from the date of the service<sup>3</sup>. Excludes Transit and Transit Custom vehicles purchased from 1 November 2018. These vehicles will be covered by a separate program. See [ford.com.au](http://ford.com.au) after taking delivery for information about this program.

### [Service Loan Car Program](#)

Our Service Loan Car Program will minimise the inconvenience of servicing and keep you moving. All you need to do is book a loan car when you book your next scheduled service at participating Dealers<sup>4</sup>. Excludes Platinum Fleet customers.

### [SatNav Map Updates](#)

Where your vehicle is equipped with SYNC<sup>®</sup> 2 & 3 Satellite Navigation and you complete your vehicle's scheduled servicing with a participating Ford Dealer you will receive yearly map updates for up to 7 years (but no later than 30 September 2024)<sup>5</sup>.

### [Vehicle Report Card](#)

Each time you leave your vehicle with a participating Ford Dealership for your scheduled service, you can look forward to receiving a Vehicle Report Card - a comprehensive health check summary of your vehicle's key wear and tear parts and systems.

### [Ford Tyre Program](#)

See our website for full details.

1. Warranty conditions apply. 5 year/unlimited km Ford Express New Vehicles Warranty applies to new, demonstrator and service loaner vehicles delivered from 1 May 2018. Our goods come with consumer guarantees that cannot be excluded under the Australian Consumer Law. Our warranty does not limit and may not exceed your rights under those guarantees. Warranty period commences on the date of delivery except where the vehicle is a demonstration or service loaner vehicle, in which case it commences on the date on which it was first registered by an Authorised Ford Dealer.

2. The 'Peace of Mind' inspection expires after 5,000 km or 4 months after delivery of your new Ford (whichever is first), so make sure you book an appointment at your local Ford Dealer today. More information related to the 'Peace of Mind' inspection can also be found in your Customer Assistance and Warranties (CAWS) guide.

3. Customers must comply with scheduled servicing intervals to maintain continuity of membership. See [www.ford.com.au/service/t-and-c](http://www.ford.com.au/service/t-and-c) for full terms.

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## 2. What to do if you have a complaint?

If you have a complaint, we are committed to ensuring that your complaint is handled fairly, efficiently and transparently and in compliance with our obligations under the Australian Consumer Law (ACL).

We have a Customer Assistance Action Process to assist you to make a complaint and exercise any rights you may have under the ACL.

### Customer Assistance Action Process:

- 1 Talk to the people at your dealership. Explain what you would like. If you have any queries, in most cases they will be resolved on the spot.
- 2 If not, ask to speak with the appropriate Ford dealer manager (Service, Sales or Parts). Explain your request to them, and why it wasn't resolved.
- 3 If you need further help, speak or meet with the Dealer Principal. He or she owns the business, or is totally responsible for its overall operation.
- 4 If you need help from Ford, contact the Ford Customer Relationship Centre by email at [foacust1@ford.com](mailto:foacust1@ford.com) or by phone at 13 FORD (13 3673). Although Ford can help at any stage with enquiries or provide other advice or assistance, concerns relating to your vehicle are easier to solve if you've spoken to your Ford dealer first.
- 5 You will be assigned a case manager who will explain how your case will be taken forward. Your case manager will endeavour to contact you within 3 business days of you making your complaint to the Ford Customer Relationship Centre.

Your case manager will need (at a minimum) the following details to progress your complaint:

- Your name, address, phone number and email
  - Vehicle Identification Number (VIN) and/or registration number
  - Vehicle age and kilometres travelled
  - Name of the dealer you bought your vehicle from and name of Ford dealer you presented your vehicle to (if different) and who you have been dealing with at that Ford dealer
  - Details of your concern
- 6 Your case manager will assist you with your complaint and contact, if necessary, your Ford Dealer and any other staff within Ford in order to progress your complaint.

- 7 If you are not happy with how your case manager handles your case, you can escalate your complaint to a team leader. You can also request that you be assigned a different case manager.
- 8 If you request a repair or payment of the cost of a repair, your request will be handled by your case manager. If your request is approved, your case manager will liaise with your Ford dealer to organise the repair or payment.
- 9 If you request a refund, replacement, compensation for drop in your vehicle's value or compensation for reasonably foreseeable loss or damage, your case manager will escalate your request to a highly trained team within Ford. This team will assess your entitlement under the ACL. Your case manager will inform you of likely timelines for the team to assess your entitlement. Once this assessment has been made, your case manager will confirm the outcome to you. You will be provided with written reasons for the decision where the outcome is that you do not receive the remedy that you requested.
- 10 If you are not happy with the outcome, you may apply to a relevant court of tribunal in relation to your claim. You may decide to seek legal advice. There are also a number of bodies who may be able to assist with your complaint, including:
  - Consumer Affairs Victoria
  - Consumer Affairs and Fair Trading Tasmania
  - ACT Office of Fair Trading
  - NSW Fair Trading
  - SA Office of Consumer and Business Services
  - WA Consumer Protection
  - Local State or Territory Small Claims Tribunal
  - ACCC (Australian Competition and Consumer Commission)

### 3. Your rights under the ACL

Ford is committed to complying with the ACL including the consumer guarantees. This Charter provides a summary of your main entitlements under the ACL consumer guarantees as they relate to Ford vehicles and (as described above) outlines our processes for handling customer complaints in line with our ACL obligations.

You can find more information about your rights by visiting the ACCC's website [www.accc.gov.au/consumerguarantees](http://www.accc.gov.au/consumerguarantees).

Under Australian law, when you buy products and services they come with automatic guarantees that they will work and do what you asked for, under what is referred to as Australia's consumer guarantee rights.

If something goes wrong with your vehicle, you may be entitled to a remedy under the consumer guarantees as well as the manufacturer's warranty or any extended warranty you might have.

Your statutory consumer guarantee rights cannot be replaced, limited or removed by any agreement, contract or warranty, or made subject to non-disclosure conditions.

They apply to vehicles for an unspecified but reasonable time, and are subject to certain exceptions (eg. if the reason for the damage is abnormal consumer use).

These rights include that your vehicle must:

- be of acceptable quality (including that it is as safe, durable and free from defects as a reasonable consumer would believe is acceptable);
- be fit for any purpose disclosed before the sale;
- match the description provided or demo model; and
- have spare parts and repair facilities available for a reasonable period of time.

These rights apply regardless of whether or not an independent operator (eg. a non-Ford dealer) services or repairs your vehicle.

Further details regarding the consumer guarantees are summarised in the following table.

<b>ACL consumer guarantees</b>	
<p><b>Dealer guarantees relating to Ford vehicles</b></p> <ul style="list-style-type: none"> <li>• Vehicle will be of acceptable quality*</li> <li>• Vehicle will be fit for any purpose disclosed before sale</li> <li>• Vehicle will match its description</li> <li>• Vehicle will match the sample or demonstration model</li> <li>• Dealer will honour any express warranties it makes about the vehicle</li> <li>• You have title to the vehicle</li> <li>• You have undisturbed possession of the vehicle</li> <li>• There are no undisclosed securities on the vehicle</li> </ul>	<p><b>Ford manufacturer guarantees relating to Ford vehicles</b></p> <ul style="list-style-type: none"> <li>• Vehicle will be of acceptable quality*</li> <li>• Vehicle will match its description</li> <li>• Ford will honour any express warranties it makes about the vehicle</li> <li>• Ford will make available repair facilities or spare parts for a reasonable time</li> </ul>
<p><b>**Acceptable quality'</b></p> <p>A vehicle is of acceptable quality if it is as safe, durable, free from defects, acceptable in appearance and finish and does everything that it is commonly used for as a reasonable consumer fully acquainted with the state and condition of the vehicle would regard as acceptable.</p>	

**If your vehicle fails to meet the consumer guarantees**

If your vehicle fails to meet a consumer guarantee, you have rights against whoever supplied you the vehicle (eg. the dealer), and in some cases against the manufacturer (eg. Ford). In particular, you may be entitled to a repair, replacement, refund or compensation for a drop in the vehicle's value if your vehicle fails to meet the consumer guarantees. The remedy you are entitled to, and who chooses the remedy, will depend on whether the failure is major or minor.

**Major failures**

This type of failure happens when:

- your vehicle cannot be fixed or it is too difficult to fix your vehicle within a reasonable time (eg. your vehicle develops excessive jerking due to a manufacturing defect that cannot be repaired, or is too difficult to repair within a reasonable time);
- if, as a reasonable consumer who was fully aware of the nature and extent of the failure, you would not have bought the vehicle (eg. your vehicle suddenly and unexpectedly loses power due to a manufacturing defect);

- the failure prevents you from using your vehicle and it cannot be fixed in a reasonable time (eg. your vehicle is not drivable due to a manufacturing defect and is incapable of being repaired in a reasonable time); or
- the failure creates an unsafe situation (eg. your vehicle has a fault that affects your ability to brake or steer the vehicle easily).

#### Type of remedy

- You can 'reject the vehicle' (which typically requires you to return it) and choose between a repair, replacement or refund. You should clearly advise the supplier that sold you the vehicle (eg. the dealer) if you intend to reject it, and explain why – eg. the vehicle is not drivable, or the vehicle was not repaired within a reasonable time, etc. Alternatively, you can choose to keep the vehicle and seek compensation for a drop in the vehicle's value.
- You may also be able to recover 'reasonably foreseeable' damages for any loss or damage you suffered from the supplier that sold you the vehicle (eg. the dealer), or in some cases from the manufacturer (eg. Ford).

#### Minor failures

This type of failure happens when:

- your vehicle can be fixed, or the problem can be resolved, within a reasonable time (eg. your vehicle's engine develops a slight rattling noise that doesn't interfere with its ordinary operation, and can be successfully repaired within a reasonable time).

#### Type of remedy

- The supplier that sold you the vehicle (eg. the dealer) can choose to repair or replace your vehicle, or to offer you a refund.
- Any repairs must be done within a reasonable time and without charge.
- However, you may choose the remedy if the repair is not done in a reasonable time. In this case, you may request a free replacement or a refund. You may also seek a repair elsewhere and be able to recover the costs, as well as any 'reasonably foreseeable' loss or damage you suffered as a result of the failure, from the supplier that sold you the vehicle (eg. the dealer), or in some cases from the manufacturer (eg. Ford).

Lastly, in addition to complying with these obligations under the consumer guarantees, Ford and dealers must not mislead you, as to your rights under the consumer guarantees or in relation to a Ford vehicle.

### **Where the Consumer Guarantees do not apply**

The consumer guarantees are subject to certain exceptions. For example:

- Certain guarantees (including the guarantee of acceptable quality) do not apply where you bought your vehicle:
  - from a one-off sale by a private seller; or
  - by way of 'sale by auction'.
- The guarantee of acceptable quality does not apply if:
  - you caused the vehicle to become of unacceptable quality;
  - you used your vehicle abnormally;
  - you examined the vehicle before you bought it and this examination should have revealed that it was not of acceptable quality; or
  - if the dealer alerted you to the defect before you purchased it.
- You cannot reject your vehicle and seek a full refund or replacement if:
  - the rejection period has passed (being the period of time from when you bought the vehicle within which it would be reasonable to expect the relevant failure to comply with a consumer guarantee to become apparent);
  - you have lost, destroyed or disposed of your vehicle; or
  - your vehicle was damaged after being delivered to you for reasons not related to a fault in your vehicle.

**4. How do your rights under the ACL relate to Ford's Express New Vehicle Warranty and any extended warranty?**

Manufacturers and dealers must honour your consumer guarantee rights regardless of any commercial warranties they give to you or sell you.

Rights you have under Ford's Express New Vehicle Warranty and any extended warranty which you may have purchased or been given are in addition to your rights under the ACL.

This means that if there has been a breach of the consumer guarantees, you may still be entitled to a repair, a refund or a replacement vehicle, compensation for drop in value or compensation for reasonably foreseeable loss or damage whether or not the vehicle is within or outside the manufacturer's warranty.

As a reminder, you can find more information about your rights by visiting the ACCC's website [www.accc.gov.au/consumerguarantees](http://www.accc.gov.au/consumerguarantees).