

## TERMS & CONDITIONS (For 4 Wheeler)

### BASIS OF CLAIMING SERVICE/BENEFIT SETTLEMENT UNDER THE PROGRAM

#### How to Request Assistance

In the event of a breakdown or accident, simply call the 24x7 Roadside Assistance on the Toll Free Number\* **1800 103 1958** (\*In case of difficulty in reaching this toll-free number from your phone network, please dial 0124-2564645. Call charges apply)

#### Always be with the following information in hand when you call for assistance:

- Your name and registered contact number
- RSA subscription number
- Vehicle Registration number
- Vehicle identification number (Vin no. / Chassis no.)
- Vehicle Model
- Date of purchase of vehicle
- Description of the problem
- Exact location of vehicle

#### COVERAGE

The roadside assistance is a nationwide service provided to mobilize vehicle which has become disabled due to unexpected breakdown. While providing roadside assistance, we carry out temporary repairs and not regular maintenance which are normally carried out at authorized workshops.

#### DEFINITIONS, TERMS AND CONDITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Program, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

- 1) **"Benefits"** means services and/or interests to be extended to the customers covered under the program.
- 2) **Covered Vehicle** means private passenger four wheelers for which this Roadside assistance program has been purchased by the customer, henceforth in this document the words "Covered vehicle" and "vehicle" may be used interchangeably and both shall be construed to mean "Covered Vehicle" only
- 3) **"Customer"** means the driver and / or passengers (maximum number of persons covered equals to the number of people the vehicle could legally carry) travelling in the Covered Vehicle at the moment of immobilization.
- 4) **"Cover" or "Coverage"** means entitlement to enjoy Roadside Assistance Services under the Program
- 5) **Breakdown / covered event** means a covered vehicle is immobilized due to : -
  - a. Mechanical or electrical breakdown
  - b. Road Traffic Accident
  - c. Pilot Error
  - d. Fuel Problems : out of fuel, incorrect fuel, or contaminated fuel
  - e. Key problems: locked keys or lost keys
  - f. Tyre problems: Flat Tyre change, bolts or valve related issues

- g. Flat Battery – Jump Start
- 6) Assistance will be provided within the Covered Area wherever the Customer is (i.e. at home, at roadside, on the highway, in a parking lot, etc.) as long as he is not already at a vehicle brand authorized Service center, repair or service workshop or under police custody
- 7) **Subscriber** means the person who enrolls into this Roadside Assistance Program
- 8) **Company** means AWP Assistance (India) Pvt. Ltd
- 9) **Program** means the proposal, the Schedule, the program document and any changes (if any) made to the program document and duly endorsed by the company attaching to or forming part thereof either on the effective date or during the program period.
- 10) **Program Period / coverage period** means the period commencing from effective date as shown in the Schedule and terminating at midnight on the expiry date as shown in the Schedule. The program period for the Roadside Assistance program will be either 12 (twelve) months or 24 (twenty four) months from the program start date as mentioned in program certificate.
- 11) **Subscription Fee** means the amount to be paid by the subscriber to get enrolled under this Roadside Assistance Program. The subscription fee should be in INR.
- 12) **Program Purchase Date** means the date when the subscriber enrolled into the Roadside Assistance Program. The maximum age at entry of the vehicle to this roadside assistance program will be as per the plans chosen by the customer.
- 13) **Program Start Date** means the date of commencement of coverage under the program. The program start date will be after 7 (seven) days from the program purchase date.
- 14) **Program End Date** means the coverage end date of the program. The Roadside Assistance Program shall be valid for a period of 12 (twelve) months or 24 (twenty four) months from the Program start date as mentioned in the program certificate.
- 15) Customer Consents & Confirmations : -**
- a. Further, the Customer has and hereby consents to the use of the Personal Information by the company for the purposes of providing the various services under the program(s) offered by the company. The company respects the privacy of the Customer and the confidentiality of Customer's Personal Information so collected by itself or on its behalf and shall take all reasonable steps to protect it and maintain its confidentiality.
- b. The Customer also hereby consents to the Personal Information being disclosed by the company to a third party contracted by the company, Service Partner of the company who may be engaged under the program (s) for the purpose of fulfillment of the services or if required by law.
- c. The Customer expressly and without limitation, consents to the company or its service partners recording phone calls between the Customer and the company on the helpline numbers set out in the relevant Program Terms in order for company to inter alia (i) provide a record of the instructions received from the Customer and to share the same with the Service Partners, if required, (ii) allow itself or its service partners to monitor quality standards, (iii) training purposes, and (iv) meet legal and regulatory requirements
- d. The Customer acknowledges that the company has the sole right to vary the features/benefits under the program(s) or the amount or rate of the subscription fee or part thereof, from time to time.
- e. The Customer acknowledges that the company may engage third parties including Service Partners for the fulfillment of the services and the Customer hereby consents to the company disclosing, to the extent relevant, the Customer's Personal Information and/or details of program(s) availed by the Customer to inter alia (a) our affiliates Service Partners (b) to our suppliers, vendors, for the purposes of servicing the Customer
- f. The Customer hereby consents to receiving period SMS / email communication from the company of information pertaining to its product features / services.
- 16) Confidentiality: -** Company shall make reasonable efforts to ensure that the Personal Information of the Customer is kept confidential and not disclosed to any third party except to the extent required for fulfillment of services.
- 17) Representations & Warranties: -**
- a. The Customer represents that he/she has completed the age of 18 years and is a resident of India
- b. The Customer is in compliance with the applicable law as may be relevant for the program(s) which is availed of by the Customer
- c. The Personal Information provided by the Customer for the purposes of availing of the program(s) is and shall be true and accurate

- 18) The company shall not be liable for any indirect loss, loss of data, loss of income or consequential loss of any form whatsoever due to the defect arising in the covered asset or due to repair / replacement in the covered asset
- 19) Service under the program is available 24X7 all days during the year.
- 20) The membership of this program is non-transferable and shall be valid for service only in India (except for Islands) along with the failure causing in India (except for Islands).
- 21) The membership of this program is not valid if the covered vehicle is/has been used for commercial, business, industrial, educational or rental applications.
- 22) The company reserves the right to decline the services in case of misrepresentation of the facts by the customer during the purchase or at the time of service without refund of premium.
- 23) **Notices:** - Any notice required under the Terms and/or the relevant Program Terms must be in writing and must be either (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth herein.

**AWP Assistance (India) Private Limited.,**

1st Floor, DLF Square Building, Jacaranda Marg,

Gurgaon, Haryana, India -- 122002

Phone: 0124-4343800

**Understanding the Benefits: -**

- a. **Towing** - In the case of a mechanical or electrical failure or a road accident if your vehicle is immobilized and needs towing you can choose to have your vehicle towed (at no additional cost subject to the plan terms and conditions) to an authorized brand dealership/ brand service center/ any repair workshop (whichever is nearest from the breakdown location) for your vehicle to be repaired. All cost of repairing the vehicle at the dealership/service center or workshop where the vehicle is dropped shall remain the responsibility of the customer and the company shall not be liable to pay for repair cost of the vehicle.
- b. **Onsite Repair** – Minor repair that can be carried on the spot, however it will be sole discretion of AWP basis the type of event to send an onsite repair service or towing service
- c. **Tyre Problems** - We will change the flat tyre provided the vehicle has a roadworthy spare tyre available .If a spare tyre is not available we will tow the vehicle to the nearest authorized workshop / tyre repair workshop whichever is nearest. The cost of repair is borne by the customer.
- d. **Key Problems** - We will try to retrieve the spare keys in case the original keys are lost, broken or locked in the vehicle (if you are in the same city of your residence) or else we will try to open the vehicle. In case if we cannot open the vehicle we will arrange to tow the vehicle to the nearest authorized workshop. In case the circumstances are such that only way to rescue the vehicle is to break the windshield of the vehicle and gains entry into the vehicle, the customer must give a written or an oral consent before such rescue operation can be initiated.
- e. **Fuel Problem** - If a vehicle runs out of fuel, we will supply enough fuel (maximum upto 5 litres) to drive your vehicle to the nearest fuel filling station. In case of incorrect fuel or contaminated fuel we will tow your vehicle to the nearest authorized workshop station free of charge
- f. **Battery Problem** - In case of a dead or discharged battery, jumpstart services will be provided to mobilize your covered vehicle at the breakdown location. In case the battery has completely rundown and it is impossible to jumpstart the covered vehicle, the covered vehicle will be towed to the nearest authorized brand dealership/ brand service center/ any repair workshop (whichever is nearest from the breakdown location)
- g. **Urgent Message Relay** - You will be provided with urgent message relay service to contact with your family, friends, and/or work colleagues in the event of a vehicle breakdown or accident.
- h. **Assistance Over Phone** - You would be provided guidance over phone for minor issues which you are not able to identify. For example – Check Engine Light etc.

- i. **City Route & Map Guidance** - You would be provided with Points of Interest like nearest fuel station or workshop in case you're not well versed with the city that you are traveling to.
- j. **Taxi Benefit** - You would be provided assistance to get a taxi for either your home or nearest hotel or any desired location only in case the covered vehicle has to be towed to the nearest brand authorized dealership/service center/workshop. The charges/limit of the coverage under this benefit shall be as per the program chosen by you.
- k. **Onward Journey:-** If the covered vehicle has broken down at a location which is at least 100 km from the customer's home location (where the customer's home address/workplace address is registered), the company subject to availability will offer an onward journey by flight to his next destination. In case the customer has to travel multiple destinations, company will only offer the onward journey till the next destination. Any further journey is to be undertaken by the customer at his/her own expense. Further the company will only offer economy class airfare. If the customer wishes to upgrade he/she shall do it at his/her own expense. This benefit is offered only once per year of coverage.
- The customer can either opt for Onward Journey or Hotel Accommodation for same event but not both.**
- l. **Hotel Accommodation:-** If the covered vehicle has broken down at a location which is at least 100 km from the customer's home location (where the customer's home address/workplace address is registered), and the time taken to repair the broken vehicle is more than 12 hours from the time the covered vehicle is delivered at the repair dealership/service center/workshop, the company shall subject to availability offer a hotel stay subject to INR 2000/- per night for upto maximum of 1 night. This benefit is offered only once per year of coverage. The customer can either opt for Onward Journey or Hotel Accommodation for same event but not both.
- m. **Cooling Period** means that the Entitlements are available after 7 days, all the benefits under the roadside assistance program became available 7 days after from the purchase date of the program.

### Understanding the Plans

The features applicable in the program will be as per the table below. The features applicable will be as per the plan chosen by you.

Plan Name	Standard Plan	Elite Plan
Program Duration (Years)	1/2 Years depending on your plan	1/2 Years depending on your plan
Coverage Radius	Pan India	Pan India
Number of services (annually)	3 times	5 times
Free Towing	Upto 50 kms (max. 2/year)	Unlimited (max. 2/year)
Battery jump Start	Covered	Covered
Flat tyre assistance	Covered	Covered
Locked/lost key	Covered	Covered
Fuel delivery	Free Upto 5 litres (max. 1/year)	Free fuel delivery - 5 litres (max. 1/year)
Wrong fueling	Covered	Covered
On-site minor repairs	Covered	Covered
Assistance over phone	Covered	Covered
City route and map guidance	Covered	Covered
Taxi benefit	On Actuals	Complimentary - upto 50 kms
Medical coordination	Covered	Covered
Relay or urgent messages	Covered	Covered
Cooling Period	<b>7 days</b>	<b>7 days</b>
Onward Journey	Not covered	Covered
Hotel Accommodation	Not covered	Max. 1 night complimentary stay

**GENERAL CONDITIONS**

- 1) **Un-located or Unattended Vehicle:** In case of a breakdown, you must be able to provide us with the correct location of your covered vehicle. Incorrect or incomplete information may cause a delay in provision of our services. You or an authorized representative must be present with the vehicle at the agreed meeting place when we arrive. If the vehicle is not attended when we arrive services cannot be provided.
- 2) **Covered Vehicle is off road:** In case the covered vehicle is not on gazette, bitumen road and if there is a need to arrange special equipment (any equipment other than standard towing equipment), the charges of such equipment are not part of the roadside assistance program. The charges for arrangements of special equipment are to be borne by customer. Customer should understand that in case of usage of special equipment's covered vehicle might sustain certain direct or consequential damages which extracting the vehicle. Customer agrees that such damage shall be sole responsibility of the customer and AWP shall not be held liable for any such damages.
- 3) **Repair and Labour charges:** The roadside assistance program does not include the labor charges, parts replacement costs associated with repair of the vehicle. This shall remain the responsibility of the customer
- 4) **Excessive Usage:** If we consider in our reasonable opinion that you have received (and continue to request) roadside assistance benefits for more than on an excessive number of occasions in a subscription year, we may refuse to provide further roadside assistance free of charge. We will offer an alternative service at your own expense such battery jumpstart or towing services for roadside assistance payable at the time service is requested.
- 5) **Cooling Period** means that the Entitlements are available after 7 days, all the benefits under the roadside assistance program became available 7 days after from the purchase date of the program.
- 6) **Maximum age of vehicle is 5 years:** Only those vehicles are entitled to be a part of the roadside assistance program where vehicle age is less than or equal to 5 years. Any vehicle which is greater than 5 years of age is not eligible to purchase the program. If in case, the customer still does end up purchasing the plan by falsifying the information, then the services will be revoked and the program would be cancelled with immediate effect and the program fee will be withheld by the company.
- 7) **Contacting the call center is mandatory:** The Roadside Assistance is available only when the call center of the company is contacted by simply calling 24x7 Roadside Assistance on the Toll Free Number\* **1800 103 1958** (\*In case of difficulty in reaching this toll-free number from your phone network, please dial 0124-2564645. Call charges apply)
- 8) In case you opt for your own vehicle assistance or towing services without informing the roadside assistance call center the cost for the same shall be borne by you and company will not be liable for the same. Only in cases where due to any reason company is not able to arrange for the required services, company may ask the customer to arrange for the services on his own and company will reimburse the same on actuals on submission of proper bills to the company.
- 9) **Non Covered Events:** Roadside Assistance is established to help in event that leads to stoppage / immobilization of your vehicle. As a result, this program will not cover any of the following events that you may encounter while driving your vehicle
  - Faulty fuel gauge
  - Speedometer not working
  - Air-conditioning is not working
  - When the passenger door(s) cannot be opened and there are no passengers in the vehicle
  - Boot cannot be opened
  - The front and/or rear demisters are not functioning
  - Horn is not functioning. If the horn is sounding continuously, the Assistance Services will be provided
  - Damaged door mirrors
  - When the rear view mirror is damaged but it does not obstruct the driver's vision
  - Damaged or faulty fuel cap but vehicle has not run out of petrol and there is enough fuel in the tank to enable the vehicle to reach the nearest authorized dealer
  - When the sun roof cannot be opened
  - When the sunroof cannot be closed but weather conditions are fair and the vehicle is not exposed to any security risk
  - When windows cannot be opened
  - When windows cannot be closed but weather conditions are fair and the vehicle is not exposed to any security risk



- Seat adjuster is faulty but the vehicle can be safely driven
- When passenger seat belts are faulty but there are no passengers in the vehicle
- Faulty security system unless the vehicle is immobilized or unless the alarm is sounding continuously
- Transmission stuck in sports/winter mode
- When the ABS lights are illuminated
- Air bag warning lights are illuminated
- Traction control lights are illuminated
- Other non-safety related lights/service warnings are illuminated
- When your Vehicle runs out of windscreen wiper fluid
- Front windscreen wipers faulty but weather conditions are fair
- Rear windscreen wiper faulty
- Vehicle pick-up and drop for routine maintenance is not included

- 10) **Special Exclusions** : - The following scenarios are special exclusions under the Roadside Assistance Program, and therefore we will not be responsible for any assistance costs as a result of any of the following: -
- i. Vehicle is involved in motor racing, rallies, speed or duration tests, practice runs or operated outside official roads
  - ii. Assistance is required as a result of wars, riots, uprising, mass political demonstrations, pillage, strike, use for military purposes or acts of terrorism, earthquake damage, freak weather conditions, atmospheric phenomena, nuclear transformation phenomena or radiation caused by artificial acceleration of atomic particles.
  - iii. Breakdown is caused by deliberate damage, vandalism or participation in a criminal act or offence
  - iv. The immobilization is resulting from damage caused by intervention of the police or other authorities
  - v. Any damage resulting from the use of the vehicle against the recommendations of the owner manual
  - vi. Any consequential costs and/or damage to property as a result of a breakdown
  - vii. **Adverse Weather** - On occasion of adverse weather conditions such as floods, heavy rain, thunder / lightening or other external factors may affect our ability to provide services and it may become physically impossible to assist you until the weather improves. During such times, our main priority will be to ensure that you and your passengers are taken to a place of safety; the recovery of your vehicle may not be possible until weather conditions permit.
  - viii. **External Factors** - Roadside Assistance Program will take every effort to reach you once you make the call however the response time may vary depending on, among other things, the breakdown location of the vehicle and the general demand for roadside assistance at the time of your request is received.
- 11) **Inter border vehicle transfer:** In cases of assistance/towing of the vehicle where the breakdown location is in one Indian state while the vehicle has to be towed to a dealership which is located in another Indian state, then:-
- i. All relevant documents for interstate movement of the vehicle by a tow truck has to be coordinated and arranged by the customer and provided to AWP before the handover of the vehicle.
  - ii. Any charges levied by local authorities such as taxes, octroi charges, etc are to be paid by the customer.
  - iii. In case authorities at the border hold the vehicle despite presence of all relevant documents, the responsibility of getting the vehicle released will be that of the customer. In case there is any damage to the vehicle while being held by state authorities, AWP shall not be held liable for any such damage. AWP will also not be held liable for any consequential damage or loss that the customer might have suffered on account of the vehicle being held by state authorities.
  - iv. In case the vehicle is detained at the border for greater than 2 hours and AWP's fleet is also not released by the authorities, subsequent waiting charges @ Rs. 2000 per hour shall be payable by customer
- 12) **Accidental cases:** In cases where the police authorities have registered an FIR or are in a process of registering an FIR or are investigating a case or have taken possession of the vehicle, Assistance services can be activated only after Police authorities/courts have given a clearance to the vehicle / have released the possession of vehicle. In such cases it is the duty of the customer to obtain such clearances. AWP can take handover of the vehicle only after clearances have been obtained and the customer / customer's representative is available to provide appropriate handover of the vehicle to the towing representative from the police authorities
- 13) **Handover of Vehicle:** In case the vehicle is being towed, customer has to ensure appropriate handover of the vehicle to the AWP representative himself / herself or through an appointed representative
- 14) **Right of Refusal** - Roadside Assistance shall have the right to refuse any or all benefits under the program, if it is found that you had furnished false information relating to your eligibility or entitlements to the benefits provided under this program.

**15) Cancellation of Program induced by customer:** No questions asked cancellation period is Seven (7) days from the purchase date of the program. The program may be cancelled by the customer after the expiry of Seven (7) days from the program purchase date and before the expiry of the program period subject to the below t&c's:-

- a) Customer has not availed any service/benefits of the program upto the date cancellation request
- b) Company will refund the subscription fee at the rates as per the table below: -

Program Period Expired as on date of Cancellation request	Rate of Subscription Fee Retained by Company
Above 40% of the total program period	100%
Above 30% upto 40% of the total program period	75%
Above 20% upto 30% of total program period	60%
Program start date upto 20% of program period	50%

**16) Cancellation by AWP –** In case of cancellation by the company the customer will be refunded fee on pro-rata basis subject to no services being availed by the customer.

**17) Arbitration –**

- i. If any dispute or difference shall arise as to the quantum to be paid under the coverage (liability being otherwise admitted) such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Delhi, India. The language of the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties.
- ii. It is clearly agreed and understood that no difference or dispute shall be referred to arbitration as herein before provided if the Company has disputed or not accepted liability under or in respect of the Coverage.
- iii. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the Coverage that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
- iv. The applicable law in and of the arbitration shall be Indian law.
- v. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the customer for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- vi. In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Courts of Delhi, India.

**18) Governing Laws and Jurisdiction -** The law applicable to this Agreement shall be the laws of the Republic of India. Any disputes or differences under this plan shall be subject to the exclusive jurisdiction of Courts in Delhi, India.

**SUMMARY**

**AFTER READING THIS MANUAL, YOU SHOULD UNDERSTAND.**

- What all is covered and not covered in the Roadside Assistance Program
- You should retain "Roadside Assistance Program guidelines" always and produce whenever required.
- The Roadside Assistance will be activated post 7 days of certificate generation
- This manual must remain with the vehicle if the vehicle is resold
- The maximum age of the vehicle being enrolled in the program is less than or equal to 5 years on the date of purchase of program.

If you have any questions, your authorized workshop dealer, network partner or Roadside Assistance program partner would be happy to assist you.

**Disclaimer:**

AWP Assistance (India) Private. Limited. shall be under no liability whatsoever in respect of any loss or damages arising directly or indirectly due to any delay or non-delivery of the services under the Road Side Assistance Program. In case the vehicle cannot be mobilized on-site, Customers are advised to use the towing facility as may be arranged under the Road Side Assistance Program, Vendor personnel for taking the vehicle to the nearest authorized workshop. Customer agrees, that it shall be a condition precedent that the Customers remove their personal belongings like laptops, wallets, mobile phone and other such valuable items before allowing the Road Side Assistance Vendor personnel to tow the vehicle and also take an inventory list of other belongings inside the vehicle including, the current physical conditions of the vehicle like dents, scratches, tools and stepney tyre and to verify the list before taking possession of the vehicle from the authorized workshop. AWP Assistance (India) Private Limited at its discretion may refuse to render these services to any such Customers who in the reasonable discretion of misrepresenting the facts, in relation to the vehicle or any other details sought by the Allianz Road Side Assistance call center or the personnel and/or in the event of unruly, rude, use of abusive and foul languages, physical abuse and such other similar behavior to the Road Side Assistance Vendor's personnel by the Customer or the occupant of the vehicle. AWP Assistance (India) Private. Limited reserves the right to change or modify any of the services and the charges there to that are rendered in this Road Side Assistance Program without any notice. All disputes arising out of this Road Side Assistance Program shall be submitted to a sole arbitrator to be appointed by AWP Assistance (India) Private. Limited.