

## Terms and Conditions for Roadside Assistance

The terms & conditions are applicable for Customers who would purchase the Roadside Assistance Services (“RSA Service/s or Services”) through Paytm (“Scheme”). The Services will be provided by TVS Auto Assist (India) Limited having its registered office at Sri Krishna, Old No.38 / New No. 34, 3rd Main Road, Raja Annamalaipuram, Chennai – 600028 (“Company”) either through its own network or the network of Authorized Service Providers. By enrolling under the Scheme, you, the Customer / Member (as defined herein), agree to the following terms and conditions relating to the provision of the Roadside Assistance Service/s by the Company/Service Provider.

### Definitions:

Unless the subject or context otherwise requires, the following words should be interpreted as it is given below:

Words importing the masculine gender shall be taken to include the feminine gender.

Words in the singular shall be taken to include the plural and vice versa.

- ASP means the Authorized Service Provider of the Company who actually provides the services directly to the Member in terms of this Scheme
- Breakdown means where the vehicle has developed either a mechanical or electrical failure, or has suffered some accidental damage due to which it has become immobile
- Facilities means the facilities set out in Schedule A which can be availed by a Member in terms of this Scheme
- For Annual Packages Car & Bike: Geographical Area (for Annual Packages Car & Bike) shall mean PAN India, excluding Assam, Arunachal Pradesh, Meghalaya, Manipur, Mizoram, Nagaland, Sikkim, Tripura, Jammu & Kashmir and Islands. Company shall be entitled to add or modify the geographical area at its discretion.
- Pay Per Use/On Demand Customer shall mean a person who downloads the Paytm mobile application or who accesses their website and requests for Roadside Assistance Service without subscribing to any membership. Such Customer shall be entitled to avail the facilities only upon the payment of the applicable charges for the same upfront in advance.

For Pay Per Use/ On Demand packages the territory in which the Services will be provided shall be Delhi, Bangalore, Mumbai, Hyderabad, Chennai and Pune. For the purpose of clarity, the City limits shall be as per determined by respective Municipality or Corporation.

- Roadside means motorable roads with public access where the Vehicle might have been stranded or met with an accident
- Scheme means the RSA Services under the RSA Membership Scheme as modified from time to time
- Towing means moving a vehicle with the help of prime mover when all four wheels are in a condition to roll
- Vehicle means bike or car
- Wrecker means the vehicle used to position the Vehicle on the road and /or pulling the vehicle with a prime move when one or more wheels are not in a rolling condition.

## Membership

- ▶ A Member is a person who purchases the membership under this Scheme and whose membership is accepted by the Company.
- ▶ Membership to RSA Service/s shall be specific only to the Vehicle and you can avail the RSA Service/s only for the Vehicle it is registered against. You may choose to purchase Memberships for all your Vehicles; however, you cannot split the services between one Vehicle and your other Vehicles, neither can you avail the unutilized services for your other Vehicles.
- ▶ Membership Certificate: Membership under the Scheme is evidenced by a Certificate of Acceptance issued by the Company to the Member. The Member must quote the RSA Membership number for the Vehicle prescribed in the Certificate and quote this number every time in order to avail the facilities offered under the Scheme.  
Activation of Membership: Under both Gold and Platinum program, for bikes and cars, the membership ~~will be~~ activation will commence after 48 hours ~~after~~ from successful enrollment.

## Vehicles covered

- ▶ The Company shall provide the Services only for the Vehicles which satisfy the following conditions:
  - Vehicles up to 7 (seven) years old from the date of registration and have not exceeded 2,00,000 (two lakh) kilometers shall be eligible to avail the Services. For the purpose of clarity if a Member chooses RSA service for his/her vehicle that is over 6 years of age but less than 7 years; he/she shall be entitled to avail the RSA services only for the balance of the period and not for one full year.
  - Vehicle shall be used only for lawful activities
  - Vehicle shall be owned by the Member
  - Vehicle shall be driven by a licensed driver whose license is still in force and
  - Vehicle shall be capable of being driven in public roadways in accordance with the laws for the time being in force shall be eligible for RSA Service/s under the RSA Membership.

## Validity period

- ▶ Membership to RSA Service/s shall correspond with the applicable scheme of TVS AA and shall be valid for the period applicable under the respective Scheme which the Member has opted for from the date of activation, provided the membership is not cancelled / terminated before the date of expiry of the term.
- ▶ No refund or Credit will be allowed in case of cancellation or termination of membership.

## Mode of availing the Facilities

- ▶ A Member who wishes to avail the Facilities offered by the Scheme shall call the number of the Call Center – 1800 419 7779. The Call Centre shall arrange for the Facilities required by the Member after the Member establishes the identity and credentials of the Vehicle and Card number.
- ▶ All requests for the Facilities must be made only through the specified Call Centre. The Member cannot avail any Facility directly from the ASP without being routed through the Call Centre.

### Clearance of Government Agencies

- ▶ If the Vehicle is involved in any accident or event and clearance of government agencies such as police or other security forces is required for attending to the breakdown or removal of the Vehicle, the Member shall solely be responsible for obtaining the required consents and approvals from these agencies. Company or the authorized service providers shall not undertake the obtaining of such permissions. Member also agrees that no claim shall lie on the Company or the authorized service providers due to any delay or non-provision of services during such events.

### Amounts payable by the Member

- ▶ Details of the Facilities that can be availed by the Member are set out in Schedule A. Based on the type of Membership / Program purchased by the Customer certain Services will be provided free of cost as part of the package. Any Services which exceed the limits or are not part of respective package shall be charged to the Customer.
- ▶ All chargeable services ~~to~~ shall commence once the payment is remitted to TVSAA or ~~be~~ when the payment is made paid by the Customer on the spot to the -ASP.

### Exclusion of Liability of Company

- ▶ The Member accepts and acknowledges that the Company does not render any services under the Scheme and its role and responsibility is limited to facilitating the Member in availing breakdown and repair services from the ASP at the place of break down or accident. The Member accepts and acknowledges that the above services availed by the Member are rendered only by respective ASP.
- ▶ Company shall be under no liability whatsoever to the Member in respect of any loss or damage arising directly or indirectly out of any delay in or non-delivery of, defect / deficiency in the services/parts provided by the respective service providers.
- ▶ The ASPs are not agents of the Company and the Member shall deal with the ASPs directly, at his own risk and cost.
- ▶ Members are advised to take an acknowledgment from the ASP for the list of Accessories/ extra fittings and other belongings in the Vehicle at the time of ASP taking possession of the Vehicle and to verify these items when delivery is taken back by them. Claim for loss of /damage to items, if any, should be taken up with the ASP directly. Company shall not be responsible for any such claims, damage/loss or any deficiency of service of the ASP.

### Force Majeure

- ▶ In case of force majeure, no Services shall be provided to the Member.

TVS AA shall not be held responsible for non-performance of any of the terms and conditions of this Agreement if such non-performance is due to Force Majeure situations which include but is not limited to acts of God, traffic jams bandhs, harthals, natural calamities, restrictions due to any laws, rules and regulations for the time being in force, orders of statutory or government authorities, national crisis and every other circumstances which are beyond the control of TVS AA or its ASPs. TVS AA will try to provide service to the Customer during the situations of Force Majeure in the best possible way. TVS AA will also not be liable for any damages caused to Customer or his vehicle during the provision of services at such times.

Notwithstanding the above, in case of natural calamities, the services rendered by TVS AA will be chargeable to the Customer and shall be charged at prevailing rates. No service level agreements (SLA) mentioned in the program will be valid under such conditions.

#### Breach and termination

- ▶ Company is entitled to terminate the RSA Membership by notice in writing to the Member in the event of any breach of the terms and conditions by the Member. The termination is without prejudice to the rights of the Company to recover from the Member any loss directly or indirectly suffered by the Company as a result of the breach of the terms and conditions.
- ▶ Company is also entitled to refuse the provision of Services as well as terminate the Membership in the event:
  - the Member and/or his agent behaves in an unruly manner or uses abusive language against any of the employees / representatives of the Company or the employees / representatives of the ASPs.
  - the Vehicle covered under the Scheme is confiscated by the relevant authorities, on charges of involvement in any unlawful activities.
- ▶ the Member cancels the Membership on his/her own by surrendering his/her membership during its validity period. The Member will not be eligible for refund of any membership fee paid in the event of surrendering of Membership.

#### Exclusions

- ▶ It is understood that the Company shall not in any case be liable in respect of any loss or damage arising directly or indirectly out of any defect/deficiency in service provided by the ASP.
- ▶ General Exclusions where Company or the ASP shall refuse services are mentioned in Schedule B.

#### Time taken:

- ▶ This refers to the time taken for the ASP to reach the breakdown/accident location on receipt of information.
- ▶ The agreed timeframes are only indicative and are dependent on weather conditions, traffic situations, location of the breakdown site etc. While the Company and the ASP will put its best efforts to reach the break down/accident location within 60 minutes in city limits, 90 minutes in highways and 120 minutes in hilly terrains and remote locations this shall not be construed as guarantee by the Company or the ASP to reach the said location within indicated time frame.

#### Miscellaneous

- ▶ It is understood that after the performance of any or all of the services contemplated herein the vehicle may not become roadworthy. The repairs/services performed are only temporary and assistive in nature and the Member is advised to get the vehicle repaired at the workshop of his choice to make it completely roadworthy.
- ▶ Company shall not be responsible for any additional damage or loss to the vehicle or any additional scratches/dents caused to the vehicle due to any deficiency in service attributable to the ASP. Accordingly, Company shall not be responsible for the fittings or any other belongings of the Member. The Member is advised to obtain an acknowledgement of the belongings/fittings and other details before the actual service are performed by the ASP.
- ▶ Courts in Chennai shall have exclusive jurisdiction with respect to any disputes and/or claims arising out of or in connection with this Scheme whether during its subsistence or thereafter.

- ▶ The Company shall not be liable for any type of consequential, indirect, special or punitive losses, or any damages, cost, and expense by whatsoever name called or for any liabilities not directly caused by any breach of the Terms and Conditions.
- ▶ Notwithstanding anything contained herein the maximum liability of the Company or the maximum amount of damages payable by the Company shall be limited to the amount of Membership /Program fees paid by the Member for the particular Validity Period.

### Facilities Offered Under Emergency Roadside Assistance

This refers to the services that shall be rendered at the Roadside, when the Vehicle is stranded due to a breakdown or Accident. Labor Assistance for minor mechanical and electrical repairs, arranging for taxi, arranging for wrecker services, arranging for towing services etc., as detailed below: (Consumables and Parts shall be charged at actuals to the end Member).

#### ➤ **On site – Minor Repairs of the Covered Vehicle**

- For all Vehicles including pay per use: Minor electrical work and mechanical work, fuel line bleeding and fan belt replacement will be covered by the Company, labor provided shall be free and parts will be charged at actuals.
- For Passenger vehicles and Two wheelers, enrolled under Gold Program the support shall be during the validity period up to a maximum of 6 (six) times ~~(max)~~ in a year and for Platinum Programs: the support shall be given unlimited number of times in a year.

#### ➤ **Locked/Lost Keys.**

- This facility is not available for the On-Demand plan.
- For Two-wheelers and four wheeler passenger vehicles under Gold and Platinum Programs: This facility can be availed and considered as Mechanical service and every time the Customer avails this service it will be reduced from the service count or total number of times, as eligible under program. In case the keys of the covered Vehicle are locked-in, the Company will help the Member in getting the keys out of the Vehicle. Any breakage of glass or door beading, if required, shall be done only with the prior approval of the Member and any damages to the Vehicles, costs or incidental charges for the same shall be borne by the Member. In case the keys are lost and the above-mentioned service cannot be provided, the Company shall arrange to tow the vehicle to a nearest safe place. Duplicate key will be arranged if the Vehicle is within 50 km radius of the Member's home town registered in the records of the Company. If beyond 50 kms, the Company shall provide all reasonable assistance to the Member, however the Member shall have to arrange for a duplicate set of keys using their own effort at their own cost. To avoid misuse of this Service, this Service shall be restricted to and shall only be provided to the Member upon the Member furnishing valid documents establishing the ownership of the Vehicle.

#### ➤ **Fuel delivery**

- The Company will co-ordinate in getting fuel (maximum five liters of petrol or diesel only) from the nearest fuel station and provide it to the Vehicle at its breakdown location. The actual charges for the fuel will have to be borne by the Member. However due to local regulations, the Company may require the owner / driver of the Vehicle to accompany to the fuel station (petrol or diesel only). Cost of fuel shall be paid by the Member on the spot.

#### ➤ **Battery jump start**

- If the battery of the Vehicle has discharged, then the Company will arrange the jump starting of the battery. No replacement battery will be provided by the Company.

➤ **Flat Tyre change**

- If the Vehicle has a punctured or burst tyre, Company will arrange to change it with the spare tyre available in the Member's Vehicle. In case where spare tyre cannot be used, Company shall either tow the Vehicle to the nearest tyre repair shop or accompany the Member to the nearest tyre repair shop to buy a spare tyre and back to vehicle. The Member shall pay the cost of the tyre directly to the tyre repair shop/towing vendor/Company representative and Company shall not be liable for the quality or workmanship of such repairs / fittings.

➤ **Towing**

- For Pay per Use category: Towing shall be charged for as per the scheme from the place of breakdown till the nearest workshop. Thereafter it shall be charged for every additional kilometers ~~that~~ which shall be payable by the Member. This facility shall be available only once during the program validity period.
- For Passenger vehicles under Gold and Platinum Programs: Coordination & Towing for the first 25 and 40 Kms- respectively, shall be free. Towing beyond the free Kms shall be chargeable as per applicable rates. Towing charges shall be based on availability and type of towing vehicle, local conditions and rates etc. The excess kms Cost shall be borne by the Member and shall be paid to the towing service provider/Company representative on the spot. Company shall not be liable for any deficiency of service by third party service providers. For Passenger vehicles under Gold Program this facility is available thrice and for the Platinum program six times during the program term

➤ **Taxi Arrangement**

- Cab assistance is not applicable for Pay per Use program.
- For Passenger vehicles under Basic and Premium Programs: Basic Program Members can avail this facility once during the validity period of the program. Premium Category Customers can avail this facility unlimited number of times. Arrangement of Taxi to the place of Member's choice shall be made, if Member so requires, as alternate travelling arrangement in case of major breakdown or accident. The model and capacity etc., of the taxi so arranged will be as per the availability of the taxi and at the discretion of the Company and Company does not guarantee that the features/facilities of the stranded Vehicle of the Member shall be available in the taxi. Company will arrange the coordination of the taxi but the actual charges for the taxi service; bhata etc. shall be borne by the Member and will be paid directly to the taxi service provider. Company shall not be liable for any deficiency of service by third party service providers.

Other benefits applicable to For Passenger vehicles under the Premium/Platinum Program are as follows:

- **Medical Coordination:** Company shall locate the nearest hospital or health care provider for the Customer and reply to any specific queries only relating to the location or availability of doctors and hospitals nearby. Company shall not be responsible for any advice of medical or surgical nature or for prescribing any medication to the Customer. All the charges / expenses pertaining to these services will be borne by the Member directly. Company's responsibility pertaining to this Service shall end with the sharing of the details; however, the final decision shall be vested with the Member. Company shall not be responsible for the decision taken by the Member there on. All costs of such service shall be borne by the Member and Company shall not be liable for any deficiency of service by third parties.
- **Water:**  
  
1 litre Packaged water will be provided to customer on need basis and if requested, in the following cities – Mumbai, Delhi, Hyderabad, Chennai, Bangalore and Pune

## Schedule B

### GENERAL EXCLUSIONS TO SERVICE

- ▶ Vehicle is involved in motor racing, adventure events, off road rides, rallies, speed or duration tests, practice runs or operated outside official roads.
- ▶ Vehicles used in non-motoring roads
- ▶ Any vehicle which has not been maintained regularly as per manufacturer guidelines and thus is not in roadworthy condition.
- ▶ When the driver of the vehicle is found to be in any of the situations that are indicated below:
  - in state of intoxication or under the influence of alcohol, drugs, toxins or narcotics.
  - driving without permission to drive or not having corresponding license for the category of the Vehicle or documents not in proper or valid state.
- ▶ Any event where breakdown is caused by deliberately inflicted damage, vandalism or participation in a criminal act or offence.
- ▶ 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, any natural calamity that makes the provision of the assistance impossible, atmospheric phenomena, nuclear transformation phenomena or radiation caused by artificial acceleration of atomic particles.
- ▶ The immobilization is resulting from damage caused by intervention of the police or other authorities.
- ▶ Any history where the Member has on prior occasions misused or abused the services.
- ▶ Accidents resulting from the illegitimate removal of the Vehicle.
- ▶ Accidents or breakdowns that occur when the Member or the authorized driver have infringed upon the regulatory ordinances as far as the requisites and number of persons transported, weight and means of things and animals that can be transported or the form of handling them etc.
- ▶ Any vehicle involved in or liable to be involved in legal case prior to or post immobilization or which is to be kept in an as-is state as evidence or for any legal requirements.
- ▶ Vehicle lacking documentation or requirements such as technical inspection of the Vehicles, obligatory insurance etc. legally necessary to ply on public roads.
- ▶ Breakdowns or accidents caused by fuels, mineral essences, and other inflammable, explosive or toxic materials being transported in the Vehicle.
- ▶ Any large or wild animals being transported in the Vehicle.
- ▶ Any damage resulting from the use of the vehicle against the recommendations of the owner manual.
- ▶ Any situation or event which may adversely impact the providing of the services.