

**ALLIANZ ROADSIDE ASSISTANCE PROGRAM (Terms & Conditions)**

Dear Owner,

**We thank you for choosing Allianz Roadside Assistance Program for your vehicle.**

Congratulations for opting the Allianz Roadside Assistance Program for your vehicle. The Allianz Roadside Assistance Program is established to bring an extra measure of security and comfort to you being a vehicle owner.

The Allianz Roadside Assistance Program is designed to enhance your overall vehicle ownership experience by providing 24X7 Roadside Assistance emergency support for 3 months/ 1 year (as opted) starting from date of purchase of program, in unfortunate event of vehicle breakdown or accident of your vehicle.

The Allianz Assistance Roadside Assistance Program guidelines will help you to know the services and benefits available to you under this program. We recommend you to read it carefully to understand the services fully and always keep it with yourself especially when you travel. We also recommend you to keep these records always be with your vehicle as these will be required for your own information, you're servicing Dealer, Allianz Roadside Assistance Program and any subsequent owner.

We wish you continued overwhelming driving experience.

Happy Driving!

**How to avail Assistance**

If Roadside Assistance is needed, please follow the below steps.

**Reach through Phone:**

- Dial the 24X7 ToI Free Number: 1800 419 9039
- Identify your vehicle with the VIN that is available in the registration or insurance certificate
- Explain exact location of the vehicle with landmarks and tell about the problem you faced with the vehicle. Park your vehicle on the edge of the road & put on the hazard warning lights.
- If you are on a highway, place the caution sign provided with the vehicle approximately 3 meters from the vehicle in the direction of the on-coming traffic
- Call center will advise you on further action.

**Reach through Phone:**

- You can also reach us through Mobile App.

## A. General Information

### A.1 Roadside Assistance Coverage

- 1) **Roadside Assistance Coverage:-** These Terms and Conditions explain the Roadside Assistance cover.
- Start date of the cover:-** Start Date of the Roadside Assistance Coverage is the Date written on policy schedule/ welcome letter. Allianz Roadside Assistance Program protects you and your Vehicle for a period of 3/months/12 months from the Cover start date depending upon the program plan chosen by you.
  - End date of the cover:-** End Date of the Roadside Assistance Coverage is the date when the Roadside Assistance Coverage shall expire/end. The end date of Roadside Assistance Coverage written on policy schedule/ welcome letter. Depending upon the program plan chosen by you Allianz Roadside Assistance Program protects you and your Vehicle for a period of 12 months beginning from the Cover start date.

### A.2 Service Provider / We / Us / Our

**Service Provider / We / Us / Our** means AWP ASSISTANCE (INDIA) PRIVATE LIMITED (FORMERLY KNOWN AS 'AGA ASSISTANCE (INDIA) PRIVATE LIMITED) CIN: U63040HR2007PTC041459, a Company incorporated under the Companies Act, 1956, having its Registered office at 1st Floor, DLF Square, DLF City, Phase II, M Block, Jacaranda Marg, Gurgaon-122002 (hereinafter referred to as "AWP" or company).

## B. Summary of covered events and coverages

S.No	Breakdown reason	Assistance
1	Discharged battery or flat Battery	Minor Onsite Repairs/roadside Repair  Towing wherever Onsite Repairs/roadside Repair is not possible
2	Lack of Fuel	Delivery of upto 5 litres of fuel (petrol or diesel)
3	Wrong Fuel/Other Fuel Problem	Minor Onsite Repairs/roadside Repair  Towing wherever Onsite Repairs/roadside Repair is not possible
4	Key issue:- Locked/Lost key/Broken keys	Delivery of duplicate key from home/office if within same city  Towing wherever Onsite Repairs/roadside Repair is not possible
5	Flat tyre	Minor Onsite Repairs/roadside Repair  Towing wherever Onsite Repairs/roadside Repair is not possible due to multiple flat tyre
6	Mechanical or Electrical breakdown	Towing to the nearest Authorised Dealer – coverage up to 50 kms
7	Accidental Breakdown	Towing to the nearest Authorised Dealer – coverage up to 50 kms
8	Taxi	This will be a coordination only benefit where Allianz Partners upon request from customer, will be arranging for Taxi services, however the taxi fare on actuals will be borne by customer himself/herself
9	Assistance over Phone	Assistance would be provided over phone for minor issues which you are not able to identify.

**Number of services covered under policy duration: 3**

## C. Contractual Partner and Geographic scope

**Policyholder/Customer/Covered Person / You:** The Beneficiary who is using the Vehicle for their own personal use and who is not a motor trader, garage, business or individual dealing in the buying and selling or repair of motor Vehicles.

The Beneficiary is also referred to as The Covered Person or You (or Your, where applicable).

### **Geographic scope of Coverage:-**

Your coverage is valid across India (excluding islands) as long as the vehicle has broken on gazetted, bitumen road. The coverage is available 24 X 7 X 365 during the currency of your policy

## D. Definitions

### D.1 General Definitions

**(We, Us, Our):** Assistance provider organizing all assistance services after a covered event.

**Customer:-** the owner of the covered vehicle in whose name this policy has been issued.

**Beneficiary:** All authorised drivers and all non-paying passengers of the covered Vehicle up to the maximum included in the manufacturer's Vehicle specification who were using the covered vehicle at the time of its breakdown. Hitchhikers are excluded. For the purpose of this policy, the word beneficiary includes customer.

**Covered Event :** Any event as defined in the Section B "Summary of covered events & Coverages", more so defined in section D2 "Definition of Events" section, providing entitlement to Our assistance services to the Beneficiary.

**Family :** Covered Person's spouse, civil union partner or domestic partner and their children and stepchildren, who resides at the same Home address as the Covered Person.

**Home :** Your main place of residence in India for legal and tax purposes.

**Immobilization of the Vehicle :** An event which makes it technically impossible to operate the Vehicle or prevents its safe use.

**Covered Vehicle:** means vehicle used for personal/private purposes. The covered vehicle must be duly registered with the Road transport authorities) (or will be registered within a time frame of one month from the date of sale of covered vehicle) and is authorized to be used on public roads.

### D.2 Definition of Events

**Mechanical or Electrical breakdown:** Any unexpected mechanical, electrical or electronic failure, which results in the Immobilization of the covered Vehicle, including flat battery.

**Accidental breakdown:-** Any sudden unforeseen and involuntary event, collision, impact against a fixed or moving object or crash which results in the Immobilization of the covered Vehicle and which requires repair in a body repair shop.

**Discharged battery or flat Battery:-** Immobilization of the Covered Vehicle as a result of such Covered Vehicle having run out of the battery

- a) due to any pilot error (such as covered vehicle lights mistakenly left on) resulting in battery getting discharged
- b) Covered vehicle battery having outlived its shelf life resulting in a flat battery and possibly requiring a replacement

**Lack of fuel:** Fuel shortage, having the effect of immobilizing the covered Vehicle at the incident site and requiring on the spot assistance or towing to a repair shop.

**Wrong fuel/Other Fuel Problem :** Wrong Fuel, Frozen Fuel or Polluted Fuel, having the effect of immobilizing the covered Vehicle at the incident site and requiring on the spot assistance or towing to a repair shop.

**Key issue:- Locked/Lost key/Broken keys:-** Vehicle Keys that are locked in the covered Vehicle, damaged, lost or stolen and resulting in on the spot assistance or towing to a repair shop.

**Flat tyre(s):** Deflation of one or more tyres, which makes safe use of the covered Vehicle impossible, resulting in Immobilization of the Vehicle at the incident site and requiring on the spot assistance or towing to a repair shop.

## E. ASSISTANCE SERVICES - Vehicle PASSENGER(S) ASSISTANCE

If the covered Vehicle is immobilized due to any event defined in Paragraph D.2, and can no longer be used on the public roads pursuant to the applicable road traffic regulation, We will provide:

### E.1 Roadside and Towing Assistance

#### E.1.1 Roadside Repair

If the covered Vehicle is immobilized due to any event defined in Paragraph D.2,

We will arrange an assistance by our closest or most appropriate service provider in order to determine the fault and if possible conduct a roadside repair to enable the covered Vehicle to be safely driven again

#### E.1.2 Roadside assistance / Towing

If the covered Vehicle is immobilized due to any event defined in Paragraph D.2, and if the covered Vehicle cannot be repaired on the spot / at the roadside, a recovery Vehicle will be provided to transport it to the nearest Authorized dealership. Passengers/Beneficiaries will either: travel in the recovery vehicle to the repairer; arrange a replacement vehicle at their own cost; or complete journey by taxi / public transport; use accommodation assistance provided by the company

Rescue when the covered vehicle has fallen in ditch/valley:- In case the covered vehicle a breakdown due to fall in ditch/valley, then the company shall provide assistance by deploying Specialized vehicles such as cranes/hydra trucks and rescue/extract the covered vehicle from ditch/valley. Rescue of covered vehicle in such cases invariably results in certain consequential damage to the covered vehicle. Assistance in such cases shall be provided only after an explicitly written or verbal consent by the beneficiary. The company shall in no case be liable for any consequential damages to the covered vehicle.

**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. Way Bill (if any) to be provided by the dealership where vehicle is being towed.
- iv. 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.
- v. 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

**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

**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

### E.2 Passenger Assistance

**Taxi Benefit:** We will organize the return to Your Home or continuation of journey for all Beneficiaries to their place of residence or to their final destination by a company hired taxi subject to:-

- Covered vehicle has a breakdown due to a reason requiring it to be towed to the nearest dealership for further repair

Every km travelled/to be travelled by the beneficiary shall be charged to the beneficiary and the additional cost will have to be settled by the beneficiary directly with the taxi provider.

Role and responsibility of Allianz Partners will end once the taxi has been arranged for the customer, Allianz Partners will not be held liable for any direct or consequential loss on account of this benefit or quality of the taxi driver/taxi

**Assistance over Phone :** You would be provided guidance over phone for minor issues which you are not able to identify.

## F. Exclusions and Limitations

Your Roadside Assistance Cover does not cover any of the events stated in this section.

We will not assist or reimburse You or beneficiaries in the event of a call for assistance or claim caused by, arising from or in connection with the following:

- a) Cooling Period means that the Entitlements are available after 10 days, all the benefits under the roadside assistance program become available 10 days after from the purchase date of the program
- b) Any loss, Theft, damage, death, bodily injury, cost or expense that is not directly associated with the incident that caused You to claim, unless expressly stated in this policy.
- c) Ionizing radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel
- d) Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment
- e) War, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion
- f) Declared natural disasters as following specified events due to natural causes: Hail, flood, storm, hurricane, rain, sleet or snow, wind, lightning or other similar event when officially declared as a natural disaster by the authorities and which results in the immobilization of the Vehicle
- g) The consequences of the use of drugs, narcotics and similar products not medically ordered and the abuse of alcohol,
- h) The consequences of intentional acts from the covered or the consequences of fraudulent/negligent/dishonest acts, suicide attempts or suicides,
- i) Costs incurred without our prior agreement, or that are not specifically stated as being covered within this policy.
- j) The consequences of incidents occurring during events, races, or motorized competitions (or their tests), subject to prior regulations of the public authorities, when the Covered Person participates as a competitor,
- k) The cost of replacement parts unless specified in Your Assistance Coverage document
- l) The beneficiary/beneficiaries or any other third party organising any of the services detailed in this policy without first having authorisation from us and a file number
- m) Any costs that would have been payable normally by You or the Beneficiaries, such as fuel, congestion or toll charges.
- n) Charges for specialist recovery or charges incurred by us where the covered Vehicle is not being used on a public highway when the breakdown/immobilisation occurred and the Vehicle was not accessible using our standard recovery equipment unless specified in Your Assistance Coverage document.
- o) Any consequences of Your Vehicle not being kept in a roadworthy condition or not being serviced according to the manufacturer's recommendations. We reserve the right to request proof of servicing,
- p) Immobilizations of the Vehicle determined by systematic recalls of the Manufacturer, periodic and non-periodic maintenance operations, checks, assembly of accessories
- q) Repetitive breakdowns, caused by the non-repair of the Vehicle, after Our first intervention.
- r) Faulty fuel gauge
- s) Speedometer not working
- t) Air-conditioning not working Boot cannot be opened
- u) Problems relating to horns
- v) Damaged mirrors
- w) Damaged or faulty fuel cap Sunroof cannot be opened or closed Windows cannot be opened or closed Seat adjuster is faulty
- x) Seat belts are faulty
- y) Traction control lights are illuminated
- z) Other non-safety related lights/service warnings are illuminated When customer vehicle runs out of wind shield wiper fluid Front or rear wipers faulty, but weather conditions are fair

## G. How to make a claim

If You require assistance, please call us at 1800 419 9039

Do not make Your own arrangements without first contacting Us. Should You require assistance, contact us with the following details

- a) Your exact location
- b) Your registration number
- c) A contact telephone/mobile number

All calls are recorded and may be used for training purposes.

## H. General Provisions

### H.1 Data protection

<To be provided by the B partner>

### H.2 Complaints

If you are not satisfied with our Service, You are entitled to make a complaint by contacting us at 1800 419 9039 If You make a complaint, Your legal rights will not be affected. In the first instance, please contact us as specified.

Please provide us with your name, address, policy/registration number and claim number where applicable and enclose copies of relevant correspondence as this will help Us to deal with Your complaint, in the shortest possible time.

If You are not satisfied with Our final response You can refer the matter to the <Mediator> for independent arbitration.

- Website
- Postal address
- Phone number
- Email

### H.3 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 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%

## I. Disclaimer:

- a) Allianz Partners shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of any delay or non-delivery of services under Allianz Roadside Assistance Program.
- b) In case vehicle cannot be mobilized on-site, customers are advised to use the towing facility arranged by our call center only for taking their vehicle to the nearest authorized workshop. In no condition will the vehicle be towed to any unauthorized workshop.
- c) Customers are advised to either remove or take an acknowledgment for a list of accessories I extra fittings and other belongings in the vehicle as well as the current condition related to scratches I dents breakages of parts I fitments of the vehicle at the time of giving possession of the vehicle for towing and to verify these items and vehicle condition when delivery is taken back.
- d) Services entitled to the customer can be refused or canceled on account of abusive behavior, fraudulent representation, malicious intent & refusal to pay the charges for any.
- e) Allianz Partners reserves right for changing I modifying the benefits and charges to customer of erred under this Roadside Assistance Program. The decision of Allianz Partners on the question of coverage, inclusion or exclusion of any service under this Program, rates of charges for additional services, and any other issues which need a decision, shall be final and binding on the customer.
- f) In case of any false statement by customer related to vehicle coverage, problem experienced or any other information sought by Allianz Partners Centre. Allianz Partners shall have the right to refuse any or all benefits.
- g) In the unlikely event of dispute arising for which a satisfactory solution cannot be found, Allianz Partners reserves the right to appoint an arbitrator to adjudicate the matter and the dispute shall be resolved by such arbitration.
- h) 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.