



TERMS & CONDITIONS w.e.f 17th July 2017

This document in its entirety explains benefits extended to the purchaser of ROYAL ENFIELD (Retail) Program (hereinafter referred to as "RERP") in accordance with terms and conditions stated in this document. By purchasing this program, you are deemed to have full knowledge of and grant consent to all the terms and conditions of this program.

Calling for help in emergency:

In case your covered Vehicle is immobilized due to any mechanical / electrical problem or accident, help is at hand 24X7 by dialing 1800 2100 007 Operator on the line shall arrange for suitable support after verifying the following details:

- Your name, exact location and contact number
- Description of the problem
- Vehicle registration and / Vehicle Identification number
- Vehicle Model, Series and color
- Date of first registration/sale
- Name of registered owner

Support Available: The roadside assistance service is available on National highways, State highways and motorable roads within mainland India and Home/Office of the User, subject to terms and conditions detailed herein.

DEFINITIONS

1. **Authorized Service Provider (ASP):** Third party service providers across India credentialed or Authorized or recognized by Europ Assistance India Pvt. Ltd. (hereinafter referred to as "EAI")

2. Breakdown:

2.1. Breakdown: Mechanical or Electrical Breakdown to the vehicle due to defect, breakage, or part malfunctioning, that prevents the vehicle from being started or used in a safe condition, where the circumstances of the above causes are ascribable to the services included in the Manufacturer's Contractual Warranty conditions.

The following are also considered as breakdown of the Vehicle:

- (a) Lack of Fuel
- (b) Change of Fuel
- (c) Run down Battery
- (d) Flat Tyre/Tyres
- (e) Loss of the Vehicle Key / Key Closed Inside the Vehicle / Broken Key

2.2 Accident: Unintentional damage sustained by the Vehicle in motion, due to: lack of skill,

negligence, non-observance of rules and regulations or an accident connected with road traffic or willful or culpable actions by third parties, provoking damage to the Vehicle to such an extent as to render it impossible for the Beneficiary to use it in safe conditions.

2.3. **Immobilizing Breakdown:** Mechanical or Electrical breakdown of a vehicle which cannot be repaired on the spot of incident within 60 minutes of labor time.

2.4. **Immobilizing Accident:** Accident of a vehicle due to which it is not in a condition to be driven with its own power or on its own wheels and requires the vehicle to be towed.

3. **Covered Area:** Covered Area means the area where the Services can be provided. The roadside assistance service is available on National highways, State highways and motorable roads within mainland India and Home/Office of the User, subject to terms and conditions detailed herein.

4. **Covered Distance:** Covered Distance means 'Covered Radius up to a maximum of 100 kms driving distance from the breakdown location of the Vehicle to the nearest) garage or authorized service centre of Royal Enfield.. For the purpose of calculation, the Covered Distance will be considered from the breakdown location.

5. **Cover Period:** Cover Period means the period as stated in an RERP issued by EAI to the User, during which EAI shall provide the Services to the User.

6. **Covered Vehicle:** Covered Vehicle means every motorcycle manufactured by Royal Enfield Motorcycles (a unit of Eicher Motors Limited) which is:

- a) Under private use
- b) Registered in India;
- c) Sold at any Royal Enfield dealership not exceeding 5 years of age on the date of purchase of the Royal Enfield Retail RSA program
- d) Duly notified to EAI by Royal Enfield Authorized Dealers
- e) The following are specifically excluded from the definition of "Covered Vehicle":
 - Vehicles used for Commercial use
 - Vehicles used for sport events, racing or any related activities
 - Vehicles registered for rental companies.

7. **Force Majeure:** Force Majeure means an act of God (including exceptional adverse weather conditions), earthquake, fire (not caused by the negligence of either Party), war (declared or undeclared), invasion, rebellion, revolt, riot (other than among employees of either Party), civil commotion, civil war, acts of terrorism, nuclear fission, strike, act(s) of omission/ commission by any concerned, government(s), or government agencies, judicial or quasi-judicial authorities.

8. **Nearest Garage:** Nearest Garage means vehicle repair shop duly authorized and recognized by ROYAL ENFIELD which is nearest to the location of the breakdown or Authorized Service Provider (ASP) which is nearest to the location of the Breakdown

9. **User Information:** User Information means the information that EAI may inquire into, in the case of a person requesting for Services rendered, in order to ensure that such person is a User.

The User Information comprises of the following information, with respect to the Covered Vehicle:

1. Vehicle model
2. Manufacturer
3. Series
4. Vehicle Identification Number and/or Registration Number wherever available
5. Date of first registration/Sale Name of registered owner

In addition, EAI may request the User for the following information to improve the service experience:

1. Color of vehicle
2. Fuel Type
3. Name of the User

4. Mobile phone number of User
5. Number of passengers
6. Name of the authorized dealer
10. **ROYAL ENFIELD:** Royal Enfield means the manufacturer of the Vehicles.
11. **Royal Enfield Authorized Garages:** Royal Enfield Authorized Garages means motor vehicle repair shop duly authorized and recognized by Royal Enfield and the operator of which has executed a service agreement with EAI.
12. **Royal Enfield Authorized Dealers:** Royal Enfield Authorized Dealers means Royal Enfield's duly authorized and recognized dealers who sell the motor vehicles manufactured by Royal Enfield and who have executed a service agreement with EAI.
13. **User:** User means either the registered owner of the Covered Vehicle who holds a valid driving license or a rider of the Covered Vehicle who holds a valid driving license and is authorized to ride the Covered Vehicle by the registered owner at the time of the Breakdown.
14. **User's Home:** User's Home means the residential address of the User as notified by the Royal Enfield Authorized Dealer to EAI.
15. **User's Office:** User's Office means the Office address of the User as notified by the Royal Enfield Authorized Dealer to EAI.

2. STANDARD SERVICES

The RERP includes co-ordinating with respect to the following standard services for the Users driving Covered Vehicles on motorable roads within mainland India and Users Home / Office.

1. On Phone Assistance Services

1. RERP Mobile Application: EAI shall arrange a mobile application for the RERP, which can be used by the Users.
2. Dedicated Toll Free Number: EAI shall provide a toll free Telephone Number and a separate landline number for the Users and the same shall be managed by EAI personnel on a 24x7 basis. Call answering protocol shall be as agreed with Royal Enfield and stated herein under.
3. Breakdown Support over Phone: Upon receipt of a call from the User for specific issues relating to the Covered Vehicles, EAI will first attempt to solve the problem over the phone prior to offering other solutions at the location of Breakdown. If EAI is of the view that the breakdown event cannot be resolved over the phone, then, EAI will provide the Services as agreed with Royal Enfield.
4. Facilitate finding the nearest Royal Enfield Authorized Garage/ Royal Enfield Authorized Dealer: Upon receipt of a call from the User for specific issues which cannot be resolved on phone, EAI will also provide the contact details of the nearest Royal Enfield Authorized Garage/ Royal Enfield Authorized Dealer based on the information available on EAI's system.
5. SMS Service: On receipt of a request for providing the Services from the User, EAI will share a confirmation SMS to the User's mobile number (details of which shall be duly notified by the Royal Enfield Authorized Dealer at the time of enrolment) for activation of the Service along with the contact details of the Authorized Service Provider.
6. Customer Conference Calling: EAI will organize a conference call (if required) between the User, the Authorized Service Provider and itself to ensure seamless and speedy delivery of the Services. At all times, EAI shall inform/update the User of the status of the Services.
7. Emergency Message Transmission Assistance: In the event of an emergency, EAI will upon receipt of a request of the User, assist the User in relaying urgent messages relating to the Breakdown to Royal Enfield Authorized Garage/ Royal Enfield Authorized Dealer as advised by Royal Enfield. Additionally, if requested by the User, EAI will relay urgent messages on behalf of the User to the designated person of their choice.

2. Towing Services

1. *Towing on Breakdown*: If the User's Covered Vehicle suffers a Breakdown due to a mechanical or electrical fault which cannot be repaired on the spot and becomes immobilized, EAI will facilitate towing of the Covered Vehicle to the nearest Royal Enfield Authorized Garage/ Nearest Garage. EAI shall only bear the cost of towing the Covered Vehicle for the Covered Distance. Any costs and expenses pertaining to towing of the Covered Vehicle over and above the Covered Distance i.e. 100 kilometers from the location of Breakdown shall be directly borne by the User and shall be paid to the Authorized Service Provider.
2. *Towing on Accident*: If the User's covered Vehicle suffers an Accident and the Covered Vehicle cannot be repaired on the spot and becomes immobilized, EAI will facilitate towing of the Covered Vehicle to the nearest Royal Enfield Authorized Garage/ Nearest Garage. EAI shall only bear the cost of towing the Covered Vehicle for the Covered Distance. Any costs and expenses pertaining to towing of the Covered Vehicle over and above the Covered Distance i.e. 100 kilometers from the location of breakdown shall be directly borne by the User and shall be paid to the Authorized Service Provider.
3. *Towing in case of usage of incompatible fuel*: If the User's covered Vehicle gets immobilized due to usage of incompatible fuel, EAI will assist in making arrangement for the vehicle to be towed to the nearest Royal Enfield Authorized Garage/ Nearest Garage provided the User agrees to pay directly the charges and expenses for such services to the Authorized Service Provider.

3. Repair Onsite

1. *Onsite Minor Repairs*: If the User's Covered Vehicle suffers an event of Breakdown due to a minor mechanical/ electrical fault and immediate repair on the spot is deemed possible, EAI shall assist the User by arranging for a technician to reach the location of Breakdown. EAI will bear labor cost and conveyance costs of such technician. Any cost, expense or charges for any material and/or spare parts if required, to repair the Covered Vehicle on the spot and any other incidental conveyance expenses to obtain such materials and/ or spare parts shall be borne by the User. EAI will provide this service only when the Covered Vehicle is not in a condition to be driven to the nearest Royal Enfield Authorized Garage.
 2. *Battery Drain*: If the User's Covered Vehicle is immobilized, due to rundown battery, EAI will assist the User by organizing for a technician to start the Covered Vehicle with appropriate means. EAI will bear labor cost and conveyance costs of such technician. If the run down battery has to be replaced with a new battery, the cost of such battery replacement and any expenses, charges or costs to obtain the new battery shall always be directly borne by the User.
 3. *Tyre Problem/ change*: If the User's covered Vehicle is immobilized due to a flat tyre/ tyres, EAI will assist the User by organizing for a technician to replace the flat tyre at the location of Breakdown. EAI will bear labor cost and conveyance costs of such technician. Any charges for repairing a flat tyre/ tyres including (cost of new tyre(s), if applicable) costs of any materials /spare parts, if required, to repair the Vehicle, shall be directly borne by the User. All incidental charges, if any, shall be borne directly by the User.
 4. *Locked/lost keys*: If the keys of the Covered Vehicle are broken/ lost/ misplaced, EAI (upon receipt of the request of the User) will assist the User on a best effort basis in arranging for another set from his/her place of residence or office to the location of the Covered Vehicle by courier provided EAI has received the requisite authorizations from the User with regards to the person designated to hand over the same to EAI. The User is mandatorily required to provide a valid identity proof and proof of ownership of the Covered Vehicle at the time of delivery of the keys. All costs and incidental charges, if any, shall be directly borne by the User.
- If the keys are lost, EAI will facilitate towing of the Covered Vehicle to the nearest safe place specified by the User. EAI shall only bear the cost of towing the Covered Vehicle for the Covered Distance. Any costs and expenses pertaining to towing of the Covered Vehicle over and above the Covered Distance i.e. 100 kilometers from the location of Breakdown shall be directly borne by the User and shall be paid to the Authorized Service Provider.

5. Fuel Delivery (up to 5 Litres): If the Covered Vehicle runs out of fuel and is immobilized while on a trip, EAI will assist the User by organizing for a technician to supply emergency fuel (up to 5 liters) at the location of the Breakdown. The cost of fuel shall be borne by the User. This service is applicable for the Covered Distance only.

4. Others

4.1. **Medical Referral:** If a User suffers from any medical problem arising due to a Breakdown or an Accident of the Covered Vehicle, EAI shall provide contact details of the nearby medical professionals, in order to provide convenience to the Users.

EAI shall merely be a facilitator and shall not be held responsible for quality of services provided by the medical professionals. This service shall be a referral service and EAI shall not be liable for any third party expense incurred for facilitation of this service. The same shall be recovered by the third party directly from the User. The role of EAI shall be limited to sharing of the contact details of medical professionals with the User. If such services are not available at the location of Breakdown, EAI shall not be held responsible for the same.

4.2. **Hotel Co ordination:** If the User's Covered Vehicle is immobilized due to an event of Breakdown which has taken place outside the User's city/place of residence and cannot be repaired on the same day, EAI on receipt of the User's request, will assist the User by referring and coordinating for his/ her hotel accommodation nearest to the location of the event of Breakdown.

EAI shall merely be a facilitator and shall not be held responsible for quality of services of the hotel. EAI shall not be liable for any third party expense incurred for facilitation of this service. The same shall be recovered by the third party directly from the User.

4.3. **Taxi Co ordination:** In the event that the User's Covered Vehicle is immobilized due to an event of Breakdown which has taken place outside the User's Home city/place of residence and cannot be repaired on the same day, on receipt of the User's request, EAI will assist the User by providing an alternate mode of transport (taxi) up to a distance of 100 kms from the location of such Breakdown. This service is to enable the User to accompany the Covered Vehicle to the nearest Royal Enfield Authorized Garage or to travel to the nearest convenient place provided such travel does not exceed a distance of 100 kms from the location of breakdown. If the User wishes to utilize this service for a longer distance i.e. over and above 100 kms, to continue his/ her journey or to return to the User's Home at select locations/cities or to the nearest Royal Enfield Authorized Garage, the User shall directly bear all charges and expenses to the Authorized Service Provider as per prevalent rates, for such additional distance. EAI shall not be liable for any third party expenses incurred for facilitation of this service except to the extent as defined under the clause. Such charges and expenses shall be recovered by the third party directly from the User. All incidental charges for the same shall be borne by the User.

4.4 **Service Satisfaction:** Once the Service is facilitated to the User, EAI will do CSAT calling to randomly chosen Users within seven working days to take their feedback regarding the Services and the same will be shared with Royal Enfield in the format agreed between the Parties.

4.5. **Home and/or Office:** Users can avail of 2 Routine Repairs / Services in one valid year where the covered vehicles are parked at their Home or Office.

3. EXCLUSIONS FOR SERVICE COVERAGE

Any Covered Vehicle, even if enrolled under the RERP shall not be eligible to avail services for the following events:

1. Any Covered Vehicle which is not being maintained in roadworthy condition.
2. The Services shall not be provided in respect of Covered Vehicles that are used for the purpose of racing, rallying and motor-sports.
3. Any event where the rider of the Covered Vehicle is found to be in any of the situations that are indicated below:

- The state of intoxication or under the influence of alcohol, drugs, toxins or narcotics not medically prescribed.
 - Lack of permission or corresponding license for the category of the Covered Vehicle or violation of the sanction of cancellation or withdrawal of them.
4. Any event where breakdown is caused by deliberately inflicted damage, vandalism or participation in a criminal act or offence.
 5. Any history where the User has twice on prior occasions misused or abused the services.
 6. Those accidents resulting from the illegitimate removal of the Covered Vehicle.
 7. Those accidents or breakdowns which take place when the authorized rider may 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 as long as the infraction has been the determining cause of the accident or the causal event of the incident.
 8. Any Covered Vehicle involved in or liable to be involved in legal case prior to or post immobilization.
 9. Events happening while the Covered Vehicle lacks documentation or requisites (including the Technical Inspection of the Covered Vehicle and Obligatory Insurance) legally necessary to comply on public roads.
 10. Events caused by fuels, mineral essences, and other inflammable, explosive or toxic materials transported in the Covered Vehicle.
 11. Any Vehicle not used for private use is excluded from all the Services under RERP.
 12. Luggage that is not sufficiently wrapped or identified, fragile luggage or perishable products, and any commercial goods carried in the Covered Vehicle.
 13. Assistance to occupants of the Covered Vehicle different to those defined as beneficiaries.
 14. Any animals carried in the Covered Vehicle.
 15. In any case, the User refuses to pay for the services offered on chargeable/paid basis, the Vehicle shall be disqualified or shall not be eligible for the service for minimum one year.
 16. The Vehicles falling under the following categories:
 - Those used for hire or reward, except if expressly included.
 - Those used for the transportation of goods.
 17. The following Vehicles are specifically excluded and cannot be considered as Covered Vehicle:
 - Vehicles used for any Commercial use including but not limited the use as taxis
 - Vehicles used for sport events, racing or any related activities
 - Vehicles registered by and for short-term rental companies
 18. Events not covered under the Scheme: Non-functional horn, Vehicle headlights not functional during day time, broken rear-view mirror not obstructing rider's view, Damage or faulty fuel cap but Vehicle has sufficient fuel to reach the nearest Royal Enfield Authorized Dealer and/or any other event not covered under the scope of Services mentioned hereinabove.

4. GENERAL TERMS AND CONDITIONS

The Services will be provided on a best effort basis, subject to the terms of RERP and applicable Indian laws :

1. EAI will provide the Services to the User provided the User has;
 - Informed EAI by calling EAI on the Telephone Number as soon as possible to register/log his/ her service request;
 - Followed the advice of EAI;
 - Taken all reasonable measures to limit and prevent possible consequences of the Breakdown and been verified by EAI.
2. EAI shall not be responsible for any delay or failure to provide the Services due to a Force Majeure event.

3. EAI shall not be responsible for any loss of or damage to luggage or other personal effects of the Users that might occur during the performance of the Services.
4. EAI is not a substitute for public or private local emergency services in course of provision of the Services to the Users and Royal Enfield shall ensure that EAI is not represented as such to the Users or to any other persons.
5. EAI shall not be responsible to provide any services or incur any costs of any Users other than the defined Services/ costs set out above. If EAI is contacted by Users for services other than the defined Services, it may at its sole discretion offer such services to the User at the User's expense and in accordance with the policies of EAI.
6. EAI shall not be responsible in any manner for the transportation of any load on the Covered Vehicles whilst providing the Services. For the purpose of this clause, any goods/ item not forming part of the Covered Vehicle such as merchandise, perishable goods, research and scientific equipment, building equipment, furniture etc. shall be construed as the load on the Covered Vehicle.
7. EAI shall have the sole discretion to decide as to whether a good/ item forms part of the Covered Vehicle. EAI's decision in this regard shall be final and Royal Enfield and/or the Users shall not be entitled to dispute the same.
8. All Services shall be provided by EAI on a best effort basis, subject to local availability of an Authorized Service Provider. EAI shall use due precaution while recommending a locally available Service provider for the requested Service. It is hereby clarified that EAI shall have the sole and absolute discretion to determine which Authorized Service Provider shall respond to a request for providing the Services and Royal Enfield and/or the Users shall not be entitled to dispute the same. In the event, it is not reasonably feasible to organize the Services due to unavailability of an Authorized Service Provider; EAI shall propose the best alternative/solution available. As a measure of prudence, the User is advised to use his/ her judgment prior to availing any services from an Authorized Service Provider.
9. EAI shall not be accountable, responsible or liable for consequential damages arising out of repair on the spot/ towing or any other roadside assistance Services.
10. EAI shall make all possible efforts to locate and direct the nearest Authorized Service Provider to the User's location. It will be EAI's responsibility to ensure that the representatives of the Authorized Service Provider reach the User within a reasonable period of time. However, in certain circumstances, the period of response could be impacted by a variety of extraneous factors, such as peak traffic, extreme climatic conditions, public holidays, remote location, Force Majeure events, etc. In such circumstances, EAI shall not be liable for any losses to the User/ Royal Enfield in respect of any delay by the Authorized Service Provider in reaching the spot of Breakdown.
11. This Service shall be provided to the Users only when the Covered Vehicle suffers a Breakdown (or other events as expressly described above) while being driven on a motorable road with public access and when the Users vehicle is immobilized at his Home/Office subject to 2 Routine Repairs / Services in one valid year
12. Any misuse, misbehavior, dishonest or false requests for Services by a User will entitle EAI to immediately terminate the RERP issued to the User and EAI shall not be liable to refund the Service Fee in respect of such RERP.
13. Any change in the information provided in relation to the Covered Vehicle and the User, shall be notified by the User immediately to Royal Enfield Authorized Dealer and no later than 7 days from the date of such change.
14. RERP Certificates cannot be cancelled or modified if not intimated to EAI within 15 days from date of issue.