

Welcome to MOTOASSIST

A warm welcome to MOTOASSIST and thank you for choosing MOTOASSIST Roadside Assistance Membership. MOTOASSIST provides Breakdown Service and is available 24 hours a day, 365 days a year. Mumbai's largest roadside Assistance organization and India's fastest growing roadside assistance company, MOTOASSIST deals with thousands of breakdowns throughout India. MOTOASSIST is committed to provide quality services and offer best in class services.

This booklet sets out the Terms & Conditions of the Membership Agreement entered into when purchasing this MOTOASSIST Membership.

MOTOASSIST MEMBERSHIP SUMMARY

This plan provides you with basic details of your Membership plan. MOTOASSIST provides number of levels of Breakdown Assistance that are outlined in summary below.

1. Who provides the MOTOASSIST Membership?

Roadside Assistance is provided by MOTOASSIST.

2. Who is covered by the MOTOASSIST RSA?

Private or Personal Vehicle is covered under Roadside Assistance Membership for your vehicle no matter who is driving

3. Where cover is available?

Service is only available within India, barring all Islands. Coverage details will be based on Membership plan you have opted for.

4. Vehicle specifications

Service is only available to Members travelling in a Car & SUV that complies with the Regional Transport Office Guideline and as per Indian Motor Vehicle Act guidelines.

5. Commercial Vehicle is not covered

6. Additional restrictions for Vehicle Membership

a. Service is only available to vehicles that are registered with MOTOASSIST at the time assistance is requested.

b. The vehicle must be no more than 07 years old at the date of registration with MOTOASSIST.

c. Towing will not be provided in case of Mutli-level & basement parking. Only onsite RSA assistance shall be provided.

7. How long is Membership valid for?

The duration of your Membership is 12 months, unless you have Continuous Membership in which case cover will run until the Member or MOTOASSIST exercises their right to cancel.

8. I have bought a new Vehicle; can I transfer my current Membership to new Vehicle?

Transfer of Membership is allowed. Your Vehicle should meet all other eligible conditions as well

9. Additional services

Any additional services made available by MOTOASSIST that are not described in these Terms & Conditions are provided on a purely discretionary basis and may be withdrawn at any time.

10. Use of Authorized Service Provider's (ASP)

Services are provided through MOTOASSIST Patrols and Authorized Service Provider's. MOTOASSIST will only accept responsibility for the actions of an ASP where the ASP is acting on MOTOASSIST's instruction.

11. Requests for assistance

All requests for assistance must be made to MOTOASSIST using the contact instructions provided by MOTOASSIST from time to time. If you contact a garage direct, you will have to settle its bill and MOTOASSIST will be under no obligation to reimburse you.

12. Emergency nature of breakdown service

MOTOASSIST Patrols are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

13. Cancellation of Membership

The Member has the right to cancel their Membership within a 05 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date for renewing Annual Membership) or the receipt of the relevant Membership documents, whichever happens later.

14. Changes to Terms & Conditions

MOTOASSIST is entitled to change any of the Terms & Conditions at renewal. MOTOASSIST also reserves the right to make changes to these Terms & Conditions during the Membership Year. The members are advised to regularly visit our website

www.motoassist.in for the updates & changes to know more about updated Terms & Conditions.

15. Changes to your Personal Details

Changes to your name or address must be notified to MOTOASSIST immediately. This must be done by contacting on +91-7045374003 and by writing an email to info@motoassist.in.

16. Matters outside MOTOASSIST's reasonable control

While MOTOASSIST seeks to meet the service needs of Members at all times, its resources are finite and this may not always be possible. MOTOASSIST shall not be liable for service failures where MOTOASSIST is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside MOTOASSIST's reasonable control include, but are not limited to, Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any license or consent), Riot or civil commotion, Terrorist acts, road blockage, fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, roads that are not reasonably accessible by MOTOASSIST, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

General exclusions

MOTOASSIST Membership does not provide for following services:

1. Any Vehicle servicing or re-assembly

For example, where this is required as a result of neglect or unsuccessful work on the vehicle (including, but not limited to, DIY vehicle maintenance), other than that on the part of MOTOASSIST or its agents;

2. Garage labour costs

The cost of garage or other labour required to repair the Vehicle, other than that provided by MOTOASSIST or its ASP's at the scene of the breakdown or accident;

3. Failure to carry a serviceable spare

Any additional charges resulting from failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers' standard equipment. MOTOASSIST will endeavor to arrange on your behalf, but will not pay for, assistance from a third party;

d. Vehicles on private property

The provision of service when Your Vehicle is on private property e.g. garage premises, unless you can establish that you have the permission of the owner or occupier;

e. Locksmiths, tyre, glass or bodywork specialists costs

The cost (including any call out charge) of any locksmith, glass, or tyre specialist, should MOTOASSIST consider this to be required. MOTOASSIST will endeavour to arrange this help on your behalf, however it will not pay for these specialist services and any contract for services provided will be between you and the relevant specialist. If, in MOTOASSIST's professional opinion, your Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by MOTOASSIST patrols is required, MOTOASSIST will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in MOTOASSIST's opinion, mobilise the vehicle, no further service will be available for the breakdown in question;

f. Specialist lifting equipment

The cost of any specialist lifting equipment (not normally carried by Towing Services), if this is in the view of MOTOASSIST required to provide assistance e.g. when a vehicle has left the highway, is standing on soft ground or is stuck in floodwater. In these instances, MOTOASSIST will arrange recovery but at your cost. Once the vehicle has been recovered to a suitable location, assistance will be provided.

General rights to refuse service

MOTOASSIST reserves the right to refuse to provide or arrange breakdown assistance in the following circumstances:

1. Repeat breakdowns within 14 days

Where service is requested to deal with the same or similar cause of breakdown to that which MOTOASSIST attended within the preceding 14 days. It is the responsibility of member to make sure that emergency repairs carried out by MOTOASSIST are, where appropriate, followed as soon as possible by a permanent repair.

2. Unattended vehicles

Where you are not with your vehicle at the time of the breakdown and you are unable to be present at the time assistance arrives;

3. Delay in reporting

Where the breakdown is not reported within 24 hours of you becoming aware of the breakdown. However, MOTOASSIST may agree to extend this period in exceptional circumstances.

4. We cannot verify Membership

Where you cannot produce a valid Membership card (or appropriate receipt) and some other form of identification. If these cannot be produced, and MOTOASSIST is unable to verify that the appropriate Membership entitlement is held, MOTOASSIST reserves the right to refuse service. However if you are unable to prove entitlement to service or you

are aware that you do not hold entitlement to an MOTOASSIST service, MOTOASSIST may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the usual premium for the relevant cover required, plus a supplementary premium for joining while already requiring assistance. The cost of this premium will be confirmed to you at the time of purchase. The premium paid will be fully refunded if it can be established that the relevant level of service entitlement was held at the time of the breakdown.

5. Unreasonable behavior

Where MOTOASSIST considers that you

- a. or anyone accompanying you, or who is receiving or is entitled to receive assistance in connection to your membership is behaving or has behaved in a threatening or abusive manner to MOTOASSIST employees, Patrols or agents, or to any third party contractor; or
 - b. have falsely represented that you are entitled to services that you are not entitled to; or
 - c. have assisted another person in accessing MOTOASSIST services to which they are not entitled; or
 - d. owe MOTOASSIST money with respect to any services, spare parts or other matters provided by MOTOASSIST or by a third party on MOTOASSIST's instruction.
6. Customer can avail maximum total 05 numbers of roadside assistance services during Membership Year.
 7. Those happening while the vehicle lacks documentation or requisites (including the Technical Inspection of the Vehicles and obligatory Insurance) legally necessary to circulate on public roads in the country where the covered vehicle is found.
 8. Any Vehicle involved in or liable to be involved in legal case prior to or post immobilization.
 9. Events that do not render the Vehicle immobilized are not covered under the program. Some examples of such events are;
 - a. Non functional Horn
 - b. Faulty Gauges & Meters
 - c. Air Conditioning not working
 - d. Vehicle runs out of Wiper fluid
 - e. Boot cannot be opened
 - f. Damaged Door Glasses
 - g. Sunroof cannot be opened / closed
 - h. Windows cannot be opened / closed
 - i. Faulty seat adjuster
 - j. Damaged or faulty fuel caps
 - k. Vehicle Headlight non functional