

# **Term&Conditions**

## **RIGHT TO REFUSAL:**

Roadbays Roadside Assistance shall have the right to refuse any or all benefits without refund of premium 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.

The membership of this program is not valid if the covered vehicle is/has been used for commercial, business, industrial, educational or rental applications.

Roadbays Roadside Assistance have all right to cancel your service in any situation, refund amount will be processed within 7 days.

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).

## **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.

## **LIABILITY:**

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.

## **CANCELLATION:**

No questions asked cancellation period is Seven (7) days from the purchase date of the program under the conditions of: Customer has not availed any service/benefits of the program upto the date cancellation request.

## **REPRESENTATIONS:**

The Customer represents that he/she has completed the age of 18 years and is a resident of India.

The Customer is in compliance with the applicable law as may be relevant for the program(s) which is availed of by the Customer.

The Personal Information provided by the Customer for the purposes of availing of the program(s) is and shall be true and accurate.

## **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.

## **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.