

## Most Important Terms & Conditions (MITC) for your CPP Road Assist Membership (purchased & financed through Bajaj Finance Limited (BFL))

Please refer to the Main Terms & Conditions which set out the terms of your Agreement with CPP

### General

- The CPP Road Assist Membership is provided by CPP Assistance Services Private Limited, whose corporate office address is at Ground Floor, Wing - A, Golf View Corporate Tower - A, Golf Course Road, Sector - 42, Gurgaon - 122002, Haryana, India (CPP) in conjunction with its third party suppliers/service providers.
  - You must provide us (and BFL) with full and accurate information in connection with your CPP Road Assist Membership and Services. In case you provide false or materially incomplete information or commit a material breach of the main terms & conditions of the membership, we may cancel your membership
  - Advance payment of the Fees is the essence of the commencement of the Membership and the Services to be provided to You under the Agreement. You must pay the Fee to Us in advance or repay BFL the full amount paid by BFL to CPP on your behalf for purchase of Your CPP Road Assist Membership. CPP shall have the right to cancel Your membership without any notice to You if you fail to pay in advance or repay BFL any amount paid by BFL towards your CPP Road Assist Membership.
  - Any change or new addition to your membership and services shall be intimated to you at least 45 days in advance and such changes shall become applicable from the date of intimation. However, it is clarified that the features of EAI, ZEE5, OTTplay, CreditMantri & Roadside Assistance where CPP is acting as facilitator, may be added, modified, replaced, or removed during the Period of Agreement without this advance notice period of forty-five (45) days.
  - CPP reserves the right to revise the Membership Fee at any point of time but it will not change for your membership until the Period of Agreement.
  - You can cancel your membership anytime during the membership period. You (or BFL if BFL has made the payment of Membership Fees to CPP on Your behalf) will be refunded the membership fee as per the following refund grid
    - Within 30 days: 100% refund
    - Between 31 and 180 days: 50% refund
    - After 180 days: Nil
- No refund of Fee shall be due on cancellation under any circumstances if You have used any of the features of the Service or if the cancellation notice is provided after 180 days from the Start Date.
- The terms and conditions are governed by and must be interpreted in line with the laws of the Republic of India.
  - You can contact us through the following media in case you have any queries about these terms and conditions of your membership:  
E-mail: [feedback@cppindia.com](mailto:feedback@cppindia.com) Telephone: 1800-419-4000 (Toll-free) +91 921244 4000  
6000 4000 (please prefix city STD code)

### Service Related

- You must report lost or stolen cards to us by telephone within twenty-four (24) hours of discovering loss of cards. We will then contact on Your behalf to Your Card Issuer to get Your Cards blocked.
- Any advance made to you under Section A1 & A2 of the Main Terms & Conditions, shall be interest free and repayable by you to EAI within twenty-eight (28) days of the advance being made. In the event of the advance not being repaid then reasonable steps which may include legal steps, will be taken to recover the advance.
- If you request for the assistance services set out at A1 & A2 of the Main Terms & Conditions, then you consent to us making such enquiries from such persons and/or organizations as are necessary to assess the claim that you are making.
- In case you have not shared the details of a particular card with us and request the same to be blocked, CPP will attempt to get that card blocked with Your Card Issuer with the help of other details provided by you on a best effort basis.
- Services set out in sections A1 & A2 of the Main Terms & Conditions shall be provided only at the sole discretion of CPP, however, every effort will be made to provide you with emergency assistance in line with the terms and conditions set out in these sections. At the time of Your request for Service, We may ask You to provide evidence for Your need of emergency assistance and in the absence of which Your request for Emergency Assistance may be rejected by Us. There may also be times when it will not be possible to arrange for the transfer of funds to some countries or remote geographical locations or due to events or conditions that are out of our control (i.e. political instability, regulatory restrictions, war, natural disaster, etc.) and for which CPP cannot be held liable.
- You will be offered a Credit Health Report (CHR) in a specified format provided by CreditMantri, a third party service provider which whom We have tied up, relating to Your credit and financial information inter-alia containing detailed analysis of Your current Credit Score and its history with actionable insights to improve / maintain Your Credit Score and Health. It is hereby clarified that CreditMantri will always remain responsible and liable for any services / claims arising from the use of Credit Health Report. You will be governed by the specific Terms and Conditions of CreditMantri as applicable to you at the time of usage of Coupon Code for CHR. Our role in relation to this service provided to You shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from the use of this service. For other conditions and limitations relating to this Service, please refer to Section A3 of the Main Terms & Conditions.
- You will be provided with ZEE5 All Access Annual subscription pack offered by ZEE which will enable you to watch ZEE's Live TV channels, exclusive originals, blockbuster movies, TV Shows, Music and much more. This subscription is issued and governed by the terms & conditions of ZEE5, as may be amended from time to time. For detailed terms & conditions, please visit <https://www.ZEE5.com/terms-of-use>. Our role in relation to ZEE5 shall be limited to that of a mere facilitator, and We shall not in any manner be liable to you for any loss, damage or compensation in relation to or arising from its use. For other terms and conditions relating to this Service, please refer to Section A4 of the Main Terms & Conditions.

- You will be provided with OTTplay annual subscription pack offered by HMVL which will enable you to watch originals, blockbuster movies, TV Shows, Music and much more. This subscription is issued and governed by the terms & conditions of OTTplay, as may be amended from time to time. For detailed terms & conditions, please visit <https://www.ottplay.com/terms-of-use>. Our role in relation to OTTplay shall be limited to that of a mere facilitator, and We shall not in any manner be liable to you for any loss, damage or compensation in relation to or arising from its use. For other terms and conditions relating to this Service, please refer to Section A5 of the Main Terms & Conditions.
- You will offered Roadside Assistance for any one of Your vehicles (Car) for which we will liaison with TVS Auto Assist. who is our third party supplier/service provider and will facilitate the services specified in Section A6 of the Main Terms & Conditions. Please note that this Service can be utilized for a maximum of 3 times during the Membership period. However if the registered car is over the age of 8 years, the assistance stipulated in Section A6 will not be provided. Your Geographical coverage in this Service is limited to 50 km of your home city as mentioned by You at the time of purchase of Membership. For detailed conditions and limitations relating to this Service, please refer to Section A6 of the Main Terms & Conditions.
- You hereby expressly accord your consent allowing CPP to collect all the required data/information including any sensitive personal data or information from you to service you and to transfer/utilize your personal information with our approved suppliers/service providers including our group companies for the purpose of sending correspondence to you and providing some of the features of the membership to you. Please refer to detailed Data Protection Notice in the Main Terms & Conditions.

### Agreement and Terms & Conditions for Your CPP Wallet Secure Pro Membership (Purchased and financed through BFL)

CPP Road Assist	INR	1 year, Non-Renewable, Primary Member
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Please read this document carefully and keep it in a safe place

**Please read this document carefully. It sets out terms and conditions of Your Agreement with CPP Assistance Services Private Limited (CPP) for the Road Assist Service.**

### Definitions

Where the following words are used in these terms and conditions, they will have the meanings shown below:

**Abroad** - In a country other than India.

**Agreement** - These terms and conditions of the Road Assist Service product and any changes thereto.

**BFL** - Bajaj Finance Limited, whose corporate office is at 4th Floor, Bajaj Finserv Corporate Office, Off Pune Ahmednagar Road, Viman Nagar, Pune - 411014, Maharashtra (and from whom You have financed Your Road Assist Membership)

**Card** - Your credit, debit, prepaid, cash and other similar cards.

**Card Loss** - Loss by You or theft from You of a Card.

**CPP** - CPP Assistance Services Private Limited, whose corporate office address is at Ground Floor, Wing - A, Golf View Corporate Tower - A, Golf Course Road, Sector - 42, Gurgaon - 122002, Haryana India and registered office is at A-370, 2nd Floor, Kalkaji, New Delhi - 110019.

**CreditMantri** - CreditMantri Finserv Private Limited

**Credit Score** - Creditworthiness score provided by Credit Information Companies like Equifax, etc. in accordance with Credit Information Companies (Regulation) Act, 2005 read with the rules and regulations made thereunder ("CIC Law")

**EAI** - Europ Assistance India Private Limited

**Equifax** - Equifax Credit Information Services Ltd.

**Fee** - Means the total amount as mentioned in the Table above, inclusive of all applicable taxes, that You pay towards Your Membership which is shown in Your Welcome Pack or as agreed with You from time to time. CPP reserves the right to revise its Fee at any point of time.

**Home** - The place where You permanently reside; which You have given us as Your address while registering for the Membership.

**HMVL** - Hindustan Media Ventures Limited (HMVL)

**Issuer** - The issuers of the Cards.

**Member** - The person who has purchased and is entitled to use the Service whose name appears in the Welcome Pack.

**Membership** - Your right to use the Service for each year for which You pay the Fee as per the Agreement.

**OTTplay** - Online streaming services of various contents offered by Hindustan Media Ventures Limited (HMVL)

**Period of Agreement** - Twelve (12) month period from the Start Date.

**Registered Vehicle** - The vehicle You have registered with Us for Roadside Assistance

**Roadside Assistance** - Means the services, which will be Provided to You by TVS Auto Assist in relation to the breakdown of Your Registered Vehicle.

**Service** - Shall have the meaning given to it in paragraph A below.

**Start Date** - The date on which the Membership commences as set out in Your Welcome Pack which We send to You.

**TVS Auto Assist** - A division of Ki Mobility Solutions Pvt. Ltd

**We, Us, Our** - CPP.

**Welcome Pack** - means the pack We send to You Electronically when You have purchased the Membership for the Services containing these terms and conditions and other information relevant to the Service.

**Year** - A period of twelve (12) consecutive months.

## You, Your – The Member

**ZEE – ZEE Entertainment Enterprises Limited**

**ZEE5** – Online streaming services of various contents offered by ZEE

The CPP Road Assist Membership is provided by CPP Assistance Services Private Limited, whose corporate office address is at Ground Floor, Wing – A, Golf View Corporate Tower – A, Golf Course Road, Sector – 42, Gurgaon - 122002, Haryana, India in conjunction with its third party suppliers/service providers.

Should You have any queries about these terms and conditions or Your Membership, You can contact us by email at [feedback@cppindia.com](mailto:feedback@cppindia.com) or by telephoning us on 1860-419-4010 (Lines open 11am to 9pm, seven (7) days a week). You can also write to us at the following address:

CPP Assistance Services (Pvt) Ltd P O Box No 826,  
Kalkaji Post Office, New Delhi – 110019

## CPP Road Assist

### A: Assistance Services – what is provided?

When You report a Card Loss to us, We will contact the Issuers and ask them to cancel the Card. If You lose Your Card, You can report a Card Loss to Us at our 24x7 emergency helpline number 6000 4000 (pre-fix STD code) or 1800 419 4000 (Toll-free) and We will contact the Issuers on Your behalf and ask them to cancel or block Your Card. For this purpose, You hereby authorize Us to contact Your Card Issuer.

If You request at the time of reporting Your Card Loss, the assistance services set out at A1 and A2 may be available to You through EAI, who has contracted with us, to provide You the assistance services set out at A1 and A2 below.

You consent to us making such enquiries from such persons and/ or organizations as are necessary to assess the claim that You are making. At the time of Your request for Service, We may ask You to provide evidences for Your need of emergency assistance and in the absence of which Your request for Emergency Assistance may be rejected by Us.

Any advance made to You under this Section A shall be interest free and repayable by You to EAI within twenty-eight (28) days of the advance being made. In the event of the advance not being repaid then steps will be taken to recover the advance, which may include legal steps, the costs of which recovery may be added to the outstanding balance of the advance made.

#### A1: Advance of Emergency Hotel Bills

If You are Abroad or in India at the time of the Card Loss. We will facilitate through EAI an advance direct to Your hotel to cover Your hotel bill up to Rs. 80,000 if abroad and up to Rs. 40, 000 if in India.

#### A2: Advance of Replacement Travel Tickets

We will facilitate through EAI replacement travel tickets against an advance for You of up to Rs. 80,000 if abroad and up to Rs. 40,000 in India, so that You can return to the travel destination nearest to Your Home. We will do this if Your travel tickets have been lost or stolen at the same time as the Card Loss when You are Abroad or in India.

#### A3: Credit Health Report (CreditMantri) What is provided?

You will be offered a Report in a specified format provided by CreditMantri, a third party service provider with whom We have tied up, relating to Your credit and financial information inter- alia containing detailed analysis of Your current Credit Score and its history with actionable insights to improve / maintain Your Credit Score and Health.

All banks are required to review Your Credit history of Your loans and Card transactions prior to approving any further loans or credits. The CHR will help You to understand and interpret the Credit Score issued by Credit Information Companies like Equifax, etc

For additional information and guidance on your Credit Score, kindly visit <https://www.creditmantri.com/credit-score-advice/>

#### Limitations and Conditions

Any or all content of the Credit Health Report provided by CreditMantri is not guaranteed by Us. Our role is merely that of a facilitator to arrange the CHR from CreditMantri subject to below specific terms & conditions of CreditMantri and We shall not be responsible for the accuracy, completeness, and veracity of any and all such information as received or provided to You in CHR. Further, We shall not in any manner be liable to You for any loss, claim, damage or compensation in relation to or arising from this CHR or use of Coupon Code at CreditMantri website.

For deriving this benefit, You are provided with a unique CreditMantri CHR Coupon Code in the Pack. Please note that You are governed by and must adhere to the following specific terms and conditions:

- By registering at CreditMantri Website [www.creditmantri.com](http://www.creditmantri.com), you are bound by the generic terms and conditions of CreditMantri, as may be amended from time to time.
- The Coupon Code provided is valid only for a period of twelve (12) months from the date of issue and can be redeemed once from CreditMantri and cannot be used again or for any other services CreditMantri may provide. As a part of this service, you will get a detailed Credit Health Report immediately when you use the coupon code and for every month for the next 11 months
- You authorise and give explicit consent to CreditMantri to apply for and receive Your credit information from Equifax.
- You hereby authorise and give explicit consent to CreditMantri to send email or SMS or contact You at the email address and mobile number provided at the time of registration on CreditMantri website.
- You hereby explicitly waive requirements under TRAI DND (Do not Call) listing for the purpose of availing services from CreditMantri.
- You hereby agree to provide necessarily Know Your Customer (KYC) information such as ID proof and Address proof to CreditMantri to apply for Your credit information with Equifax.
- You hereby agree to provide any additional information and if required You agree to upload a copy of Your KYC documents into CreditMantri website as may be required by Equifax.
- Equifax or any CIC shall provide your credit information to CreditMantri only if the information provided matches with the records available with Equifax.
- CreditMantri can provide You with a CHR only if it is able to obtain credit information from Equifax based on the information provided by You.

- You hereby agree and confirm that in case CreditMantri is not able to obtain any information from Equifax based on the KYC information provided by You, CreditMantri shall not be obliged to either refund or substitute the value of the redemption coupon for any other service it provides with for part or in full.

Our role in relation to this service provided to You shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from the use of this service.

#### A4: ZEE5 All Access Annual Subscription – Only applicable to Variant 2

As a part of this benefit, You will be provided with ZEE5 All Access Annual subscription offered by ZEE, an online portal service with various contents, by way of streaming over the internet on mobile and similar handheld devices, and by the way of mobile applications. With this You can watch Live TV channels, originals, movies, TV shows with quality streaming and a premium experience.

For deriving this benefit, You are provided with a unique ZEE5 redemption code in the Pack and You are governed by and must adhere to the following specific terms and conditions:

- Your access to and use of the ZEE5 All Access Annual subscription is subject to Terms of Use, Privacy Policy and all applicable laws, rules, and regulations.
- This subscription is issued and governed by the terms & conditions of ZEE5, as may be amended from time to time. For detailed terms & conditions, please visit <https://www.ZEE5.com/termsfuse>
- You consent to the terms of Privacy Policy of ZEE5 available at <https://www.ZEE5.com/privacypolicy> and agree to the use of Your Personal Information in the manner as provided under this Privacy Policy.
- The redemption code is valid for a period of 3 months from the date of purchase of Membership.
- This offer is not an instrument for payment and shall be used only for the purpose of availing ZEE5 All Access Annual subscription on the supported devices. For details please visit <https://www.ZEE5.com/termsfuse>
- Internet service charges applicable as per the plan availed by You from Your telecom service provider shall be applicable while accessing the ZEE5 All Access Annual subscription.
- Content available on ZEE5 shall be subject to change at the discretion of ZEE at any time. The content available to view will vary by geographic location. ZEE may use technology to assess your geographic location.
- Please contact ZEE5 at [support.in@ZEE5.com](mailto:support.in@ZEE5.com) for further details or enquiries regarding Your subscription.

Our role in relation to ZEE5 shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from its use.

#### A5: OTTplay Annual Subscription – Only applicable to Variant 2

As part of this benefit, You will be provided with Annual Subscription of OTTplay platform, one-stop destination for streaming content. With the subscription You can watch originals, movies, and TV shows from SonyLIV, Lionsgate, Dollywood Play, Shortfundly and Runn TV with quality streaming and premium experience. You are provided with a unique OTTplay redemption code in the Pack and You are governed by and must adhere to the following specific terms and conditions:

- Your access to and use of the OTTplay Annual Subscription is subject to Terms of Use, Privacy Policy and all applicable laws, rules, and regulations.
- This subscription is issued and governed by the terms & conditions of OTTplay Annual subscription, as may be amended from time to time. For detailed terms & conditions, please visit <https://www.ottplay.com/terms-of-use>
- You consent to the terms of Privacy Policy of OTTplay subscription available at <https://www.ottplay.com/> and agree to the use of Your Personal Information in the manner as provided under this Privacy Policy
- The redemption code is valid for a period of 3 months from the date of purchase of Membership
- This offer is not an instrument for payment and shall be used only for the purpose of availing OTTplay Annual Subscription on the supported devices. For details, please visit <https://www.ottplay.com/>
- Internet service charges applicable as per the plan availed by You from Your telecom service provider shall be applicable while accessing the OTTplay Annual Subscription
- Content available on OTTplay Annual Subscription shall be subject to change at the discretion of OTTplay at any time. The content available to view will vary by geographic location. OTTplay may use technology to assess your geographic location
- Please contact OTTplay at [support@ottplay.com](mailto:support@ottplay.com) for further details or enquiries regarding Your subscription

Our role in relation to OTTplay Annual Subscription shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from its use.

#### A6: Roadside Assistance (for one Car or Bike)

If there is a breakdown of Your Registered Vehicle and You require our assistance Service in relation to Your Registered Vehicle. We will liaise with TVS AUTO ASSIST who is our third-party supplier/service provider and facilitate the specified services mentioned below.

Territorial Scope: Roadside Assistance Services will be provided within 75kms radius from city centre in the cities under coverage network of TVS Auto Assist, in the Republic of India. A current list of cities where the below mentioned services are provided is available on our website <https://in.cppgroup.com/>

#### What is provided?

##### A6.1 Assistance over phone

In the event of Breakdown, wherein the Customer is calling for support, TVS AUTO ASSIST shall understand the basic problem prior to offering solutions. Some minor issues can be supported over the phone. For e.g. Issues such as, helping Customer on the basic checks & Information. - Locating the nearest dealer, locating nearest medical assistance (based on availability) etc.

##### A6.2 Onsite support for Minor repairs

In the event the Vehicle covered under this Agreement having a breakdown due to minor mechanical/ electrical fault, TVS AUTO ASSIST shall support by arranging vehicle technician to the breakdown location within a maximum time period of sixty minutes. TVS AUTO ASSIST will bear the labor cost and conveyance charges. Cost

of spare parts if required to repair the vehicle on the spot (Outside coverage area) to obtain such material & spare parts will be borne by the Customer.

#### **A6.3 Rundown of Battery**

In the event the Vehicle having a breakdown due to rundown of battery, TVS AUTO ASSIST by arranging vehicle technician to jump start the vehicle with appropriate means. TVS AUTO ASSIST will bear the labor cost and conveyance charges.

#### **A6.4 Towing of the Registered Vehicle**

In the event that a Vehicle is immobilized due to the breakdown or accident and "On-site" preliminary support to make the vehicle roadworthy is not possible, TVS AUTO ASSIST shall arrange and bear the expense for transferring the Vehicle to the Customer Preferred Workshop or Nearest Authorized outlet of the OEM. These services shall be provided using equipment/s deemed most suitable by TVS AUTO ASSIST. Limit for such transfer distance shall be 75kms from the breakdown location. In case transfer distance is greater than 75kms, the costs in excess of 75kms shall be borne by the Customer. Towing will be available for mechanical breakdown, accidents, and also key lost cases where repair cannot be done on the spot. For accident cases towing will be activated on the completion of police formalities if any.

#### **A6.5 Key Services**

In case vehicle becomes immobilized because key on locked inside the vehicle or key is lost, TVS AUTO ASSIST will provide assistance to customer by towing the vehicle to the nearest authorized workshop within 75 kms. Also, Delivery of Spare Key is available.

#### **A6.6 Fuel Delivery**

If the vehicle becomes immobile due to empty fuel tank TVS AUTO ASSIST will support the customer by arranging (5 Lit.) Petrol & Diesel for 4w & (2 Lit) Petrol for 2w to customer. TVS AUTO ASSIST will bear the labor cost and conveyance charges. Fuel charges shall be borne by end customer/ user. This service is based on availability of fuel.

#### **A6.7 Incorrect Fueling**

During incorrect fueling, TVS AUTO ASSIST will tow the vehicle to the nearest Authorized Workshop or Customer preferred Workshop upto 75 kms and towing cost will not be borne by the customer.

#### **A6.8 Flat Tyre Support**

In the event that the Vehicle has a puncture or tyre burst, TVS AUTO ASSIST shall support the Customer in replacing the flat tyre with spare tyre. In case of non-availability of spare tyre, TVS AUTO ASSIST will try to repair the faulty tyre. This service is based on the availability of tyre repair shop near the breakdown location. All the cost related to rendering such service will be charged to customers.

#### **A6.9 Coordination in Extraction or Removal of Vehicle**

In the event of vehicle being stuck in ditch, pit or valley, coordination will be done with external agencies wherever possible. Cost to be borne by Customer. Any consequential damage during the process will be borne by the Customer. SLA not applicable in such cases.

#### **A6.10 Taxi Assistance**

In the event that a Covered Vehicle is immobilized due to the breakdown or accident and "On-site" preliminary support to make the vehicle roadworthy, is not possible, TVS AUTO ASSIST shall arrange and bear the expense for transferring the Covered Vehicle to the nearest Authorized Workshop & Customer Preferred Workshop up to 75 kms. To help the Customer continue with his journey, TVS AUTO ASSIST will/ provide taxi assistance for first 50 Kilometres from breakdown spot and excess Kms will be borne by the Customer.

#### **A6.11 Medical/Legal Accommodation**

In case of any medical or legal problem arising due to breakdown or accident, TVS AUTO ASSIST shall provide contact details of the nearby professionals in related field and intensely try to ensure their first contact, in order to provide convenience to such customers. In this area TVS AUTO ASSIST shall merely be a facilitator and shall not be held responsible for quality of services, actual charges will be borne by the customer. TVS AUTO ASSIST role shall end as soon as we provide contact details to the customer. In case such services are not available in that area TVS AUTO ASSIST shall not be held responsible in any manner, whatsoever.

#### **OUTSTATION BENEFITS:**

##### **A6.12. Hotel Accommodation**

In case of outstation breakdown, TVS AUTO ASSIST will provide coordination for Hotel Accommodation. All related hotel charges will be payable by the customer.

##### **A6.13. Inward & Forward Journey**

In case of outstation benefits, TVS AUTO ASSIST will provide coordination for Inward or Forward Journey. All related charges will be payable by the customer.

##### **A6.14 General Conditions and Exclusions**

The roadside assistance services facilitated by Us for You will be limited as follows:

##### **General conditions**

You may register Your vehicle(s) against this membership as per the eligibility in Annexure 1 - Table 1 for the variant purchased by You. The assistance services provided will also cover Your passenger car if another authorized driver is driving. If You register a two-wheeler then only You may use the assistance services provided in this Membership. If You change Your vehicle, You must send Your RC copy for approval by CPP before the Registered Vehicle is changed.

##### **Restricted exclusions:**

If the Registered passenger car is over the age of 8 years or/ Registered two-wheeler is over the age of 5 years, the assistance stipulated in A6.1 - A6.4 (inclusive) will not be provided.

Events not covered under Road Side Assistance:

1. Faulty fuel gauge
2. Speedometer not working
3. Air-conditioning is not working
4. When the passenger door(s) cannot be opened and there are no passengers in the vehicle
5. Boot cannot be opened
6. The front and/or rear demisters are not functioning
7. Horn is not functioning. If the horn is sounding continuously, the Assistance Services will be provided
8. Damaged door mirrors

9. When the rear view mirror is damaged but it does not obstruct the driver's vision
10. Damaged or faulty fuel cap but vehicle has not run out of petrol and there is enough fuel in the tank to enable the vehicle to reach the nearest authorized dealer
11. When the sun roof cannot be opened
12. When the sunroof cannot be closed but weather conditions are fair and the vehicle is not exposed to any security risk
13. When windows cannot be opened
14. When windows cannot be closed but weather conditions are fair and the vehicle is not exposed to any security risk
15. Seat adjuster is faulty but the vehicle can be safely driven
16. When passenger seat belts are faulty but there are no passengers in the vehicle
17. Faulty security system unless the vehicle is immobilized or unless the alarm is sounding continuously
18. Transmission stuck in sports/winter mode
19. When the ABS lights are illuminated
20. Air bag warning lights are illuminated
21. Traction control lights are illuminated
22. Other non-safety related lights/service warnings are illuminated
23. When your Vehicle runs out of windscreen wiper fluid
24. Front windscreen wipers faulty but weather conditions are fair
25. Rear windscreen wiper faulty
26. Vehicle pick-up and drop for routine maintenance is not included

##### **Special Exclusions**

The following scenarios are special exclusions under Roadside Assistance, and therefore TVS AUTO ASSIST will not be responsible for any assistance costs as a result of any of the following:

1. Vehicle is involved in motor racing, rallies, speed or duration tests, practice runs or operated outside official roads
2. 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, atmospheric phenomena, nuclear transformation phenomena or radiation caused by artificial acceleration of atomic particles
3. Breakdown is caused by deliberate damage, vandalism or participation in a criminal act or offence
4. The immobilization is resulting from damage caused by intervention of the police or other authorities
5. Any damage resulting from the use of the vehicle against the recommendations of the owner manual
6. Any consequential costs and/or damage to property as a result of a breakdown
7. Vehicles kept in a non-roadworthy condition or not serviced in accordance with the manufacturer's recommendations
8. Vehicles used in non-motoring roads
9. Abusive behaviour of the Customer, any fraudulent representation, malicious intent or suppression of facts vital to the rendering of Services.
10. When the driver of the vehicle is found to be in any of the situations that are indicated below:
11. in state of intoxication or under the influence of alcohol, drugs, toxins or narcotics.
12. driving without permission to drive or not having corresponding license for the category of the Vehicle or documents not in proper or valid state.
13. Any event where breakdown is caused by deliberately inflicted damage, vandalism or participation in a criminal act or offence
14. Any history where the Customer has on prior occasions misused or abused the services.
15. Accidents resulting from the illegitimate removal of the Vehicle.
16. Accidents or breakdowns that occur when the Customer 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.
17. 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.
18. Vehicle lacking documentation or requirements such as technical inspection of the Vehicles, obligatory insurance etc. legally necessary to ply on public roads.
19. Breakdowns or accidents caused by fuels, mineral essences, and other inflammable, explosive or toxic materials being transported in the Vehicle.
20. Any large or wild animals being transported in the Vehicle.
21. Those vehicles not powered exclusively by an internal combustion engine or running on LPG fuel.
22. Vehicle unlock service will be provided only upon checking and confirmation with the legal owner of the Vehicle.

##### **A7: Lost PAN card replacement service**

Should You lose Your PAN card We will help You to obtain a replacement PAN card free of cost. We will liaise with You to send us the necessary documents required for this to facilitate in replacement of Your PAN card.

##### **B: General conditions**

Please read this section carefully as it contains important information.

##### **Eligibility**

The Service is only available to residents of India who are over the age of eighteen (18).

##### **Term of Membership**

1. Your Membership is available to the person whose name appears in the Welcome Pack only and is non-transferable.
2. You must provide us with full and accurate information in connection with Your request for the Road Assist services.
3. Advance payment of the Fees is the essence of the commencement of the Membership and the Services under the Agreement with You.
4. Your Membership begins on the Start Date and continues for the Period of Agreement in return for advance payment of the Fee.

5. You must report lost or stolen Cards to us by telephone within twenty-four (24) hours of discovering the Card Loss. We will then contact on Your behalf to Your Card Issuer to get Your Cards blocked. For this purpose, You hereby authorize Us to contact Your Card Issuer.
6. Any change or new addition to Your Service shall be intimated to You at least forty-five (45) days in advance and such change shall become applicable to You from the date of such intimation. However, it is clarified that the features of EAI, ZEE5, OTTplay, CreditMantri & Road Side Assistance may be added, modified, replaced or removed during the Period of Agreement without this advance notice period of forty-five (45) days.

#### Limitations

1. In the event of theft or loss of Cards, You have to immediately call us to report the loss of the Cards. In case You have not shared the details of a particular Card with us and request the same to be blocked, We shall attempt to get that Card blocked with Your Card Issuer with the help of other details provided by You on a best effort basis. In the event that Your input is required in the form of confidential personal information number (PIN) or a telephone identification number (TIN) (which cannot be disclosed to a third party) by Your Card Issuer, We will assist You by conferencing You on the telephone call with the Issuer in order for You to provide such PIN/TIN for authentication purposes.
2. The services set out in Sections A1 and A2 shall be provided only at the sole discretion of CPP, however, every effort will be made to provide You with emergency funds in line with the terms and conditions set out in these sections of this Agreement. At the time of Your request for Service, We may ask You to provide evidences for Your need of emergency assistance and in the absence of which Your request for Emergency Assistance may be rejected by Us. There may also be times when it will not be possible to arrange for the transfer of funds to some countries or remote geographical locations or due to events or conditions that are out of our control (i.e. political instability, regulatory restrictions, war, natural disaster, etc.) and for which We cannot be held liable.
3. We cannot be held responsible for any loss, damage or fraud (direct or indirect) which might occur to You due to wrong submission of any information to Us by You or if We are unable to provide the Services to You for reasons beyond Our control or even after reasonable efforts made by Us.
4. It is hereby clarified that CreditMantri (Section A3) will always remain responsible and liable for any services / claims arising from the use of Credit Health Report. You will be governed by the specific Terms and Conditions of CreditMantri as applicable to you at the time of usage of Coupon Code for CHR. Our role in relation to this service provided to You shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from the use of this service.
5. It is hereby clarified that ZEE will always remain responsible and liable for any services / claims arising from the use of ZEE5 All Access Annual Subscription (Section A4). You will be governed by the specific Terms and Conditions of ZEE as applicable to you at the time of usage. Our role in relation to this service provided to You shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from the use of this service.
6. It is hereby clarified that OTTplay subscription is the property of HMVL and HMVL will always remain responsible and liable for any services / claims arising from the use of OTTplay subscription by You (Section A5). This subscription is issued and governed by the terms & conditions of HMVL, as may be amended from time to time. For detailed terms & conditions, please visit <https://www.ottplay.com/terms-of-use>. Our role in relation to distribution of OTTplay subscription to You shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from the use of OTTplay subscription. Further, OTTplay Service streaming software is developed and designed to enable only streaming of content from OTTplay Service through the OTTplay Service ready devices. This software may vary by device and medium, and functionalities may also differ between devices. This software is licensed to you pursuant to these Terms and solely for the purpose of using OTTplay Service and for no other purpose whatsoever. HMVL does not warrant the performance of the software, including its continuing compatibility with OTTplay Service. Any unauthorized use of the software is strictly prohibited and OTTplay Service reserves the right to not provide the software (including updates) to you at any time and to discontinue the ability to access OTTplay Service through such software at any time, without prior or any notice. When you use OTTplay ready device, you expressly represent that you have the express authority to use such device and be liable for any transaction conducted through such device on the Site. OTTplay streaming software permits only streaming of the content available on OTTplay services and restricts the download and storage of such content.
7. It is hereby clarified that TVS Auto Assist will always remain responsible and liable for Road Side Assistance service (Section A6). You will be governed by the specific Terms and Conditions of TVS Auto Assist as applicable to You. Our role in relation to this service provided to You shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from the use of this service.
8. CPP reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any component of, or term relating to, the Services offered under this membership or any voucher issued to you by CPP or its third party service providers and update information from time to time.

#### Payment

1. You (or BFL if You have got Your CPP Membership financed through BFL) must pay the Fee in advance on or before the due dates set out in Your Welcome Pack or which We agree with You from time to time and You must re-pay BFL the full amount paid by BFL to Us on Your behalf for Your CPP Membership.
2. CPP reserves the right to revise its Fee at any point of time but it will not change for Your Membership until the Period of Agreement.

#### Canceling Your Membership

You can cancel your membership anytime during the membership period. You (or BFL if BFL has made the payment of Membership Fees to CPP on Your behalf) will be refunded the membership fee as per the following refund grid:

- Within 30 days: 100% refund
- Between 31 and 180 days: 50% refund
- After 180 days: Nil

No refund of Fee shall be due on cancellation under any circumstances if You have used any of the features of the Service or if the cancellation notice is provided after 180 days from the Start Date.

#### Governing law and Jurisdiction

These terms and conditions are governed by and must be interpreted in line with the laws of the Republic of India.

We and You agree that all the disputes/differences arising out of or in relation to this Agreement shall be referred to the exclusive jurisdiction of and settled only by the courts in Delhi. You and We agree that terms and all other communications will be issued in English.

#### Complaints

If at any time You want to tell us about a problem with Your Membership please call us on 1800-419-4000 (Toll-free) or +91-921244-4000 or 6000-4000 (please prefix Your city STD code) or You can write to the Complaints Manager at:

CPP Assistance Services (Pvt) Ltd P O Box No 826,

Kalkaji Post Office, New Delhi - 110019

We will do our best to revert to Your query within 48 working hours. We will also do our best to send you communications as relevant from time to time to keep You informed on the progress.

If you think you are not getting a satisfactory response, You may escalate the matter to escalations@cppindia.com

#### Recording calls

We record all telephone calls made to us. We do this to:

- provide a record of the instructions We have received from You;
- allow us to monitor quality standards;
- help us with staff training; and
- meet legal requirements

All communications and Membership documents will be in English unless otherwise agreed.

#### Your consent

By entering into this Agreement You hereby expressly accord Your consent and authorize us to collect all the required data/information including any sensitive personal data or information from You to service You under this Agreement. Prior to providing any information, You have an option not to provide the data or information sought under this Agreement by sending to us a written notice to that effect.

By entering into this Agreement, You hereby expressly accord Your consent that for the better performance of this Agreement We may transfer Your data/information to any city within India or to a country outside India as mentioned herein. If We do transfer Your data within or outside India, We will make the appropriate checks to ensure that Your data is adequately protected.

Remember that upon request, You have a right to see and review all the personal information We hold about You and if found to be inaccurate or deficient, shall be corrected or amended as feasible. If You would like to request this, please contact our Customer Services Team on 6000 4000. Please note that there will be a separate administration charge for the provision of this information. Please also note that We will not be responsible for the authenticity of the information provided by You to us as required under this Agreement.

You have the right to withdraw the consent earlier provided by You with respect to providing Your data/information sought by us anytime while availing the Services. Such withdrawal of the consent shall be intimated in writing to us. However, in the event that You decide not to provide the data/information sought by us or withdraw the consent earlier given by You, then We retain the right to not provide the services for which such data/information was sought.

#### Data Protection Notice

We will use the information You provide to:

- manage Your Membership;
- collect Fees when due; and
- provide the Service to You.

We may ask BFL to tell us about changes in Your address and other personal and financial details so that We can update Your records. This may include, but is not limited to, asking for information about changes to any of Your personal information (e.g. phone or fax numbers, or e-mail addresses).

We may pass Your personal information to our approved suppliers/service providers including our group companies for the purpose of sending correspondence to You and providing some of the features of the Service to You. They may contact You by post, landline telephone or, if You have previously agreed, by email or mobile phone. By taking out Your Membership and by giving us Your address, phone number and email address, You agree that We and our approved suppliers/service providers may contact You using these methods, unless You have told us not to. If You do not want Your details to be used for these purposes, please let Us know in writing at any time.

#### How We protect Your data

We take data security very seriously and go to great lengths to ensure Your information is protected against unauthorised use of any kind. We have appropriate measures in place to safeguard the data We hold. Our Information and Data Security Systems at CPP Group Plc have been verified by accreditation in the form of ISO 27001 and PCI-DSS certificate for Information Security Management.

Our suppliers/service providers are vetted to ensure they comply with the necessary data protection protocol before they are approved.

We are continually reviewing and updating our security procedures as new technologies become available. All areas of our web site where personal information is collected are secure and will display the 'padlock' symbol for reassurance. Where information is transferred it shall be encrypted using the latest encryption technology commercially available.

Please refer to our data privacy policy at our website [in.cppgroup.com](http://in.cppgroup.com) for more details.

**Who We may pass Your details to and how they would be used Updating Your records**

We may ask BFL to tell us about changes in Your contact details / details specifically related to the Services (subject to any disclosure contract in this regard that You may have with BFL) so We can update Your Membership records. This may include asking for information about changes to any personal information (e.g. telephone, mobile phone or fax numbers or email addresses).

**Providing the Service**

If You ask us to report a lost Card, We will pass Your name and address and the details of the Card to the Issuer so that they can cancel it and provide a replacement, if requested by You.

When You take the Membership, We pass Your personal details to our approved suppliers to provide some of the services described in Section A. We will only pass to them the minimum amount of information required for them to be able to identify You, should You need these services. Our suppliers will pass Your information (such as Your name, contact details, etc.) to third parties to enable them to assist You only in instances when You require help from them.

We may pass Your personal information to our approved fulfilment and courier vendors so that We can send correspondence to You and provide some of the features of the Service to You.

**Marketing and Market Research**

To avoid contacting You unnecessarily about products or services You may already have, We will compare Your details with information on prospect files prepared by our business partners. When We do this We may need to tell our business partners/third party suppliers/service providers that You have subscribed for the Service or hold a product with us and disclose enough personal data to allow our business partners/third party suppliers/service providers to identify You on these files.

We and our approved suppliers/service providers may also use Your personal information to contact You about goods and services that might interest You or invite You to take part in market research surveys. You may be contacted either by post, phone or e-mail for these purposes. If You would prefer this not to happen, please let us know when You register, or call us at any time if You change Your mind.

**Europ Assistance India Private Limited (EAI)**

When You take out a subscription, We pass Your personal details to EAI to provide the services described in Sections A1 and A2. We will only pass to them the minimum amount of information required for them to be able to identify You, should You need these services. EAI may pass Your information (such as Your name, contact details, etc.) to third parties to enable them to assist You only in instances when You require help from them.

**Grievance regarding Data Protection issues**

If at any time You want to tell us about a problem, discrepancy or grievance regarding Your personal data/information/details or the processing thereof, please call our designated grievance officer Prachala Singh on 1800-419-4000 (Toll-free) or +91-921244-4000 or 6000-4000 (if calling from a mobile phone, please prefix Your city STD code) or You can also write to our grievance officer at: CPP Assistance Services (Pvt) Ltd

P O Box No 826,

Kalkaji Post Office, New Delhi - 110019

Our grievance officer will do his best to expeditiously redress any issues/ grievance that You may have within a period of thirty (30) days from the date of receiving Your grievance.