

Comparison Summary of the changed terms of Roojai Assistance Services

No.	Terms	Old Terms	New Terms
1.	Extended Warranty Insurance Product	There is no Roojai Assistance Services offered for extended warranty insurance product	There is Roojai Assistance Services offered for extended warranty insurance product
2.	Rental Service for personal use	Available for customers who purchased voluntary car insurance product	Available for customers who renew their contract on an annual review for voluntary car insurance product
3.	Service request submission period for rental service	For rental service, you must submit the service request 24 (twenty-four) business hours prior to your day of use.	For rental service, you must submit the service request shall be submitted 3 (three) business days prior to your day of use.

Remark: This table provides a comparison between the terms of Roojai Assistance Services version dated on 24/04/23 and the previous version.



Roojai Assistance Services

PLEASE READ THIS DOCUMENT AND KEEP IT FOR YOUR RECORDS.

Services summary

Roojai Assistance Services		Description	for voluntary	requests motor vehicle ee product Motorcycle	Service requests for extended warranty insurance product		
RSA Service							
A	Emergency repair assistance	We try to repair your vehicle at the event location	The total numbers of service request between A and/or B at most TWICE per year	The total numbers of service request between A and/or B at most TWICE per year	Not included		
В	Flat tire assistance	We try to change a flat tire at the event location			at most TWICE per year		
С	Faulty battery assistance	We try to repair your vehicle battery at the event location	at most ONCE per year	Not included	at most ONCE per year		
D	Fuel Refill assistance	We try to repair your vehicle by adding fuel	at most ONCE per year (up to FIVE liters)	at most ONCE per year (up to TWO liters)	at most ONCE per year (up to FIVE liters)		
Е	Locksmith assistance	We try to gain entry to the vehicle at the event location	at most ONCE per year	Not included	at most ONCE per year		
F	Vehicle transportation service	We transport your vehicle to a repair workshop of your choice within 25 km	at most ONCE per year	at most ONCE per year	at most ONCE per year		
Rental Service							
G	For vehicle insurance repair	We will arrange the rental service in case your vehicle is under insurance repair	As specified on Schedule	Not included	Not included		
Н	For personal use	We will arrange the rental service when requested it for personal use (Available for renewal customers only)	Unlimited	Not included	Not included		



Important information

Your Roojai Assistance Service product consists of:

- 1. Contract One contract between **you** and **Roojai**. A **service** fee is payable for this contract which will be made clear to **you** in advance.
- This contract contains the terms and conditions for multiple items. Each of
 which has its specific terms and conditions which are stated in its own section,
 and throughout the contract, where stated specifically.
- 2. **Schedule** detailing the **services** chosen and the **service** fee. These details will be made clear in advance of purchase and the **schedule** will be provided to **you** by **Roojai** following the purchase.
- This service is only available for those who have purchased a voluntary motor vehicle insurance product or an extended warranty insurance product with Roojai.
- Although this **service** is sold in conjunction with a voluntary motor **vehicle** insurance product or extended warranty insurance product, this contract is standalone. **Roojai** and **you** are the only contracting parties to this contract.
- Cancellation of the voluntary motor **vehicle** insurance product or extended warranty insurance product associated with this **service** will also automatically cancel this contract.

If any **RSA event** arises, please provide **us** with:

- 1. Your name and Roojai Assistance Service contract reference number;
- 2. The **vehicle**'s make, model and registration number;
- 3. The exact location of the **vehicle** the road **you** are on or the nearest road junction;
- 4. The number of the phone **you** are using; and
- 5. The cause of the **RSA event**, if **you** know it.

If you would like to request for a **rental service**, please provide **us** with:

- 1. Your name and Roojai Assistance Service contract reference number;
- 2. The number of the phone **you** are using;
- 3. The section of your **service request**; and
- 4. The exact location for the delivery and return of rental car.

Remark:

- 1. Please let **us** know if **you** have called **us** but manage to get going before **we** arrive;
- 2. **We** will only provide **services** if **we** arranged help, so please do not go directly to a **workshop**, other roadside assistance service, or a **car rental company**.



How to contact us

Request for a **service**

You can submit your **service request** for **Roojai assistance service** every day at any time on 02-582-8844 (Thai) and 02-582-8866 (English).

Alternatively, **you** can report an **RSA event** using the **Roojai** mobile app. Search "**Roojai**" in App Store for iOS or Play Store for Android and download **our** app for free.

For **rental service**, please submit your **service request** three (3) business days prior to your day of use.

Other customer services

For other queries, please visit **our** website at https://www.roojai.com or contact **our** customer services team on 02-582-8844 (Thai) and 02-582-8866 (English).

Call charges may apply. Please check with **your** telephone provider. Text messages are charged at **your** standard network rate. **We** will not pay for the cost of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

Should there be any changes to **your** contact information, please kindly notify **us** of such changes.



Roojai Assistance Service Contract

Important information about your contract

- This contract is intended to offer various services depending on your purchase.
 The services can be relating to the immobilization of vehicles due to an RSA event and/or car rental service.
- Unless stated specifically otherwise, there are general conditions set out on page 14 that apply to all sections. There are also specific conditions that are set out in each section and throughout the contract. **You** must meet all of these conditions.
- All **requests** for **service** must be made directly to **us** as per the instructions in the How to contact **us** section on page 4.
- In case of **RSA service**, the **services** specified in this contract apply to the **vehicle** listed on **your schedule**, irrespective of who is driving the **vehicle**.
- In case of rental service, Roojai is just an intermediary who arranges the rental service. While we are a contracting party under this contract, you are the only contract party to an agreement with a car rental company. Hence, you are solely responsible to any expenses or damages arising out of the use of rental service. A deposit might be requested for the use of rental service. Other terms and conditions of your car rental company apply.
- Any words in bold appearing throughout this document have a specific meaning which **we** explain in the Definition of words section on page 19.

Contract Period

- If **you** purchase the **services** before 00:00 hours on the **start date** shown on **your schedule**, the contract will start at 00:00 hours on the **start date**.
- If you purchase the **services** after 00:00 hours on the **start date** shown on **your schedule**, the contract will start at 00:00 hours on the day after **you** purchase the **services**.
- The contract will end at 23:59 hours on the **end date** shown on **your schedule**.

Service conditions

Services will be provided under this contract subject to limits on:

1. When a **service request** can be made:

Section A-F

- a. no **service request** is permitted if the **RSA event** occurred prior to purchasing an **RSA service**; and
- b. no **service request** is permitted if the **RSA event** occurred prior to the **start date** of the contract.



Section G-H

- a. no **service request** is permitted if **you** want to use the **rental service** prior to purchasing a **rental service**; and
- b. no **service request** is permitted if **you** want to use the **service** prior to the **start date** of the contract.
- 2. The number of **requests** for **service** that can be made per **contract period**:

Section A-F

a. There is a maximum number of **service requests** which can be made for each respective **RSA service** as specified in **your schedule**.

Section G-H

a. There is no maximum number of **service requests** nor the maximum number of days to use a **rental service** under these sections. However, one day of **rental service** might not be 24 hours, depending on the terms and conditions of **your rental company**.

Reimbursement

If **you** pay for **services** yourself, **Roojai** will not reimburse these. All **services** must be arranged and agreed by **Roojai**, and **Roojai** will pay for any agreed **service** directly.

Additional **services**

Roojai may be able to offer **services** which are not included in this contract for an additional charge. This will be agreed with **you** before the additional **service** is provided.



Roadside Assistance Service

Section A – Emergency Repair Assistance

This **service** is available for those who have purchased a voluntary motor **vehicle** insurance product only. Within the **contract period**, **you** can request this **service** according to conditions below;

- 1. for voluntary car insurance products, **you** can request this **service** up to a maximum of two times per **contract period** when combined with the number of service request under Section B; and
- 2. for voluntary motorcycle insurance products, **you** can request this **service** up to a maximum of two times per **contract period** when combined with the number of service request under Section B.

Included

If **your vehicle breaks down**, **we** will dispatch a member of staff to attempt to **repair** the **vehicle** at the **event** location. This could be a permanent or a temporary **repair**. **We** will pay for the member of staff's:

- 1. transportation costs to and from the event location; and
- 2. labor costs at the **event** location.

Not Included

- 1. Any trailers or other vehicles attached to **your vehicle**;
- 2. Any items under the Exclusions;
- 3. A flat tire see section B
- 4. A **battery failure** see section C;
- 5. A no-fuel issue see section D; and
- 6. A vehicle entry issue see section E.

Section B – Flat tire Assistance

Within the **contract period**, **you** can request this **service** according to conditions below:

- 1. for voluntary car insurance products, **you** can request this **service** up to a maximum of two times per **contract period** when combined with the number of service request under Section A;
- 2. for voluntary motorcycle insurance products, **you** can request this **service** up to a maximum of two times per **contract period** when combined with the number of service request under Section A; and
- 3. for extended warranty insurance products, **you** can request this **service** up to two times per **contract period**.

Included

If a **flat tire event** occurs, **we** will dispatch a member of staff to attempt to **change a flat tire** at the **event** location. **We** will pay for the member of staff's:



- 1. transportation costs to and from the event location; and
- 2. labor costs at the **event** location.

Not Included

- 1. Any trailers or other vehicles attached to **your vehicle**;
- 2. Any items under the Exclusions;
- 3. A **breakdown** see section A:
- 4. A **battery failure** see section C;
- 5. A **no-fuel issue** see section D; and
- 6. A **vehicle entry issue** see section E.

Section C – **Faulty Battery** Assistance

This **service** is available for those have purchased a voluntary car insurance product or those who have purchased an extended warranty insurance product only. **You** can request this **service** up to one time per **contract period**.

Included

If a **battery failure** occurs, **we** will dispatch a member of staff to attempt to **repair** the **vehicle** at the **event** location. This could be a permanent or a temporary **repair**.

We will pay for the member of staff's:

- 1. transportation costs to and from the **event** location; and
- 2. labor costs at the **event** location.

Not Included

- 1. Any items under Exclusions;
- 2. A **breakdown** see section A:
- 3. A **flat tire -** see section B;
- 4. A **no-fuel issue** see section D; and
- 5. A **vehicle entry issue** see section E.

Section D – Fuel Refill Assistance

You can request this **service** up to one time per **contract period**.

Included

If a **no-fuel issue** occurs, **we** will dispatch a member of staff to attempt to **repair** the **vehicle** at the **event** location. **Our** member of staff will attempt to **repair** the **vehicle** by adding up to 5 (FIVE) liters of fuel, and 2 (TWO) liters of fuel for big bike, to the **vehicle** fuel tank. **We** will choose which fuel to provide. The fuel will be appropriate for the **vehicle**, according to the manufacturer's specification.

We will pay for:

1. the member of staff's transportation costs to and from the **event** location;



- 2. the cost of the 5 (FIVE) liters of fuel for motor car, and 2 (TWO) liters of fuel for big bike provided at the **event** location; and
- 3. the member of staff's labor costs at the **event** location.

Not Included

- 1. Any items under Exclusions;
- 2. A **breakdown** see section A;
- 3. A **flat tire -** see section B;
- 3. A battery failure see section C;
- 4. A **vehicle entry issue** see section E;
- 5. The cost of re-fueling the **vehicle** above the first 5 (FIVE) liters for motor car, and 2 (TWO) liters of fuel for big bike; and
- 6. The cost of re-fueling the **vehicle** with a different fuel than the one chosen by **Roojai**.

Section E – Locksmith Assistance

This **service** is available for those who have purchased a voluntary car insurance product or those who have purchased an extended warranty insurance product only. **You** can request this **service** up to one time per **contract period**.

Included

If a **vehicle entry issue** occurs, **we** will dispatch a member of staff to attempt to gain entry to the **vehicle** at the **event** location and **repair** the **vehicle**. This could be a permanent or a temporary **repair**.

We will pay for the member of staff's:

- 1. transportation costs to and from the **event** location; and
- 2. labor costs at the **event** location.

Not Included

- 1. Any items under Exclusions;
- 2. A **breakdown** see section A;
- 3. A **flat tire -** see section B;
- 4. A battery failure see section C; and
- 5. A **no-fuel issue** see section D.

Section F – **Vehicle** Transportation **Service**

You can request this **service** up to one time per **contract period**.



Included

If an **RSA event** occurs and **we** are unable to **repair your vehicle** at the **event** location, or in case of **vehicle** immobilization due to **mis-fuelling**, **we** will transport **your vehicle** to a nearby **repair workshop** for **repair**.

- 1. If the **event** location is in **mainland Thailand** and there is a **repair workshop** in **mainland Thailand** within 25 (TWENTY-FIVE) kilometers of the **event** location:
 - a. **You** can choose any **repair workshop** in **mainland Thailand** within 25 (TWENTY-FIVE) kilometers of the **event** location and **we** will pay to transport **your vehicle** there.
 - b. You can choose any repair workshop in mainland Thailand which is not within 25 kilometers of the event location and we will transport your vehicle there. You will have to pay 30 (THIRTY) THB for each kilometer your vehicle is transported after the first 25 (TWENTY-FIVE) kilometers.
 - c. We will not transport your vehicle to any repair workshop that is not in mainland Thailand.
- 2. If the **event** location is in **mainland Thailand** and there is no **repair workshop** in **mainland Thailand** within 25 (TWENTY-FIVE) kilometers of the **event** location:
 - a. We will pay to transport your vehicle to the nearest repair workshop in mainland Thailand.
 - b. You can choose another repair workshop in mainland Thailand and we will transport your vehicle there. You will have to pay 30 (THIRTY) THB for each kilometer your vehicle is transported above the distance of the nearest repair workshop in mainland Thailand.
 - c. We will not transport your vehicle to any repair workshop that is not in mainland Thailand.
- 3. If the **event** location is on an **island under service**, **we** will (acting reasonably) decide which **repair workshop** to transport **your vehicle** to, using the following rules:
 - a. We will transport your vehicle to a repair workshop on that island under service if one exists;
 - b. If no **repair workshop** exists on that **island under service**, **we** will transport **your vehicle** to the nearest **repair workshop** in **mainland Thailand**.

Not Included

- 1. Any trailers or other vehicles attached to **your vehicle**;
- 2. Any items under Exclusions;
- 3. The cost of transporting the driver and **passengers** of the **vehicle** and their personal belongings, valuables, luggage, goods and animals to the **repair workshop** or any other places. The driver and **passengers** may, at their own



risk, travel in their **vehicle** while it is being transported. The driver and **passengers** will not be allowed to enter or travel in a towing truck or another **vehicle** provided by **Roojai** for **vehicle** transportation purposes;

- 4. The cost of transporting **your vehicle** to a second **repair workshop** if **your** first-choice **repair workshop** is closed or inaccessible;
- 5. The cost of **repairing** damage to the **vehicle**'s tires during transportation in the case where the **vehicle** is not carrying:
 - a. a serviceable spare tire; or
 - b. the tire **repair** equipment provided by the **vehicle**'s manufacturer; or
 - c. a locking wheel nut key;
- 6. If the **event** location is in **mainland Thailand**, **we** will not transport **your vehicle** to any **repair workshop** that is not in **mainland Thailand**;
- 7. If the **event** location is on an **island under service**, **we** will not transport **your vehicle** to any **repair workshop** other than the one specified by **us**.

Rental Service

Section G - Rental Service for voluntary car insurance repair¹

There is no maximum number of days to **request** for this **service** per **contract period**. The rental fee is as specified in this section of **your schedule**.

Included

If **your vehicle** specified on the **schedule** is under voluntary motor insurance repair other than an **RSA repair**, **we** will provide **you** with a **rental service**. It is required that **you** consent to give **us** the right to recover the loss of use against **your** accident third party. **We** will return to **you** the **rental service** fee (VAT-inclusive) paid by **you** to **your rental company** for the **rental service** under this section upon a successful recovery. However, **we** do not guarantee such success nor the number of attempts.

We will pay for:

- 1. The transportation costs for the delivery and return of **your** rental car provided the delivery and return are done at **your** motor **vehicle** voluntary insurance **workshop**;
- 2. An additional **service** fee to a **rental company**, which allows **us** to provide **you** with a **rental service** at a rate specified on **your schedule** under a relevant section; and
- 3. The **service** fee for recovering the loss of use.

 $^{^{1}}$ For Rental Service, where the word "repair" is not in **bold**, it is intended that it shall not have the same definition as defined in the last part of the contract: Definition of Words.



Not Included

- 1. Any items under Exclusions;
- 2. The transportation costs for the delivery and return of **your** rental car other than at **your** motor **vehicle** voluntary insurance **workshop**;
- 3. The transportation costs for the delivery of **your** rental car to a second motor **vehicle** voluntary insurance **repair workshop** if your first-choice motor **vehicle** voluntary insurance **repair workshop** is closed or inaccessible;
- 4. The fee as specified on **your schedule** to the **rental company**;
- 5. Fuel costs:
- 6. Deposits;
- 7. Traffic fines;
- 8. Damages arising out of your use of rental car; and
- 9. Other damages or penalties arising out of **your** use of rental car due to **your** breach of any terms of this contract or other terms and conditions of **your rental company**.

Section H – **Rental Service** for personal use

This service is available for customers who have renewed their Roojai Assistance Services contract under an ongoing annual contract review for voluntary motor insurance products only. There is no maximum number of **service requests** nor maximum number of days to **request** for this **service** per **contract period**.

Included

You can request to use this **service** for **your** personal use. The rental fee is as specified in this section of **your schedule**.

Not Included

- 1. Any items under Exclusions;
- 2. The transportation costs for the delivery and return of **your** rental car;
- 3. The fee as specified on **your schedule** to the **rental company**;
- 4. Fuel costs;
- 5. Deposits;
- 6. Traffic fines:
- 7. Damages arising out of **your** use of rental car; and
- 8. Other damages or penalties arising out of **your** use of rental car due to **your** breach of any terms of this contract any agreement terms or other terms and conditions of **your rental company**.



How we count the number of service requests

Roadside Assistance Service

When **you** notify **us** of an **RSA event**, **we** will discuss the details of the **RSA event** over the phone with **you** first before deciding which **service** (or **services**) to provide.

If **we** believe that the **RSA event** can be **repaired** under sections A-E, then **we** will dispatch **our** member of staff to **repair** the **vehicle** as detailed in sections A-E.

If this **repair** is successful, **we** will count 1 (ONE) **service request** for the respective **service** used under sections A-E only.

If this **repair** is unsuccessful, **we** will transport **your vehicle** to a **repair workshop** under section F. In this case, **we** will count:

- 1 (ONE) **service request** for the respective **service** used under sections A-E; and
- 1 (ONE) **service request** for section F.

If **we** believe the **RSA event** is of a serious nature and **repair** under sections A-E is not possible, **we** will directly transport **your vehicle** to a **repair workshop** under section F. In this case, **we** will count 1 (ONE) **service request** for section F only.

The above examples assume that **you** have not already reached the maximum number of **service requests** which can be made for each respective **service** under sections A-F.

Rental Service

There is no maximum number of **service requests**. However, there may be the maximum number of days to **request** for a **service** as specified in **your schedule**. One day of **rental service** might not be 24 hours, depending on the terms and condition of **your rental company**.

Exclusions

The following exclusions apply to an **RSA Service** offered in this contract under sections A-F as deemed appropriate by **us**:

- 1. **We** will not provide **services** for immobilizations caused by any of the following:
 - a. acts of vandalism;
 - b. driver-induced fault;
 - c. force majeure including but not limited to fire, natural hazards, terrorism, war, explosion, radioactivity and theft;
 - d. road traffic collisions;
 - e. trailers; and
 - f. illegal acts;



- 2. **We** will not pay for:
 - a. the cost of any parts required to **repair** the **vehicle**;
 - b. the fitting of parts supplied by anyone other than **us**;
 - c. specialist resource;
 - d. any damage to glass even if the damage means **you** cannot legally or safely drive. **We** will arrange transport to a local **repair workshop** so **you** can arrange to get **your vehicle** fixed but **you** will have to pay for this;
 - e. spare tires and wheels and **repairing** or sourcing them; or
 - f. **vehicle** transportation carried out by someone other than **Roojai**.
 - g. If the emergency services, local authority or any government agency are handling the **RSA event, we** will only attend and provide **services** once instructed to do so by them;
 - h. If the emergency services, local authority or any government agency come
 to handle the RSA event while we are providing our services, we will
 immediately stop such provision and provide services once instructed to
 do so by them;
- 3. **We** will not provide **services** for an **RSA event** resulting from a fault that **we** have previously attended and:
 - a. the original fault has not been properly **repaired**; or
 - b. you have not followed our advice after a temporary repair;
- 4. We will not provide **services** for an **RSA event** if the **event** location is not in **mainland Thailand** or an **island under service**.

The following exclusions apply to **rental service** offered in this contract under sections G-H

- 1. **We** will not provide **services** if the delivery and return location for the **rental service** are not in **mainland Thailand** or an **island under service**.
- 2. **We** might not be able to provide **services** if you fail to submit your **service request** 3 (THREE) business days prior to your day of use.

General Conditions

The following conditions apply to all sections of this contract. If **you** do not comply, **we** can refuse **service** and/or cancel **your** contract without any refund.

- 1. You must pay your service fee when due.
- 2. **You** must purchase this **service** in conjunction with a voluntary motor **vehicle** insurance product or an extended warranty insurance product .
- 3. The associated voluntary motor **vehicle** insurance product or an extended warranty insurance product must be active in order to request for any **Roojai assistance service**.
- 4. **You** must pay the premiums of **your** associated voluntary motor **vehicle** insurance product or an extended warranty insurance product according to the



- payment schedule agreed with **Roojai** (as shown on **your** "Statement of Account").
- 5. You must request services directly from us, as we will only provide services if we make the arrangements to help you. For RSA service, we will not accept any request for service where the vehicle is already at a workshop or other place of repair. For rental service, we will not reimburse any cost incurred as a result of you having directly requested for a service with rental companies (including those who are our partners) by yourself.
- 6. **You** are responsible at all times for the care of **your** personal belongings, valuables, and luggage in or on a **vehicle** or a rental car. **We** will not be responsible for any loss of or damage to them.
- 7. During extreme weather, riots, war, civil unrest, industrial disputes, or any other force majeure events **our services** can be interrupted. **We** will resume **our service** to **you** as soon as **we** can in these circumstances.
- 8. **We** reserve **our** absolute right to change any terms and conditions under this contract without prior notice to **you**. In case of any changes, **we** will notify **you** at least 30 (THIRTY) days in advance of such changes and **we** will refund **you your** paid **service** fee in case **you** do not agree with the new terms and conditions on a pro-rata basis.
- 9. If **you** are asked to review and approve a document recording the condition of **your vehicle**, including an electronic form, it is **your** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

The following conditions apply to sections A-F of this contract for **RSA service**. If **you** do not comply, **we** can refuse **service** and/or cancel **your** contract without any refund.

- 1. Where the **RSA event** is caused by a component failure, this must stop the **vehicle** from working. For example, an air-conditioning failure or illumination of a warning light in itself does not constitute an **RSA event**. If the **vehicle** is still working after a component failure, and **you** take **your vehicle** to a place of **repair**, this contract will not cover this.
- 2. Where **we** deem, acting reasonably, that **you** requested **RSA service** to avoid the cost of **repairing** the **vehicle**, or to correct an attempted **repair** by someone else, **we** will not provide cover.
- 3. There must be a driver with the **vehicle** when **we** attend.
- 4. The **vehicle** must not carry **passengers** or objects in a way deviating from the manufacturer's specification.
 - a. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
 - b. The **vehicle** must not carry **passengers** and/or objects with the total weight exceeding the limit speculated in the manufacturer's specification.



- 5. Where **we** provide a **repair** to **your vehicle**, whilst **we** are responsible for that **repair**, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
- 6. **We** will not be responsible for any losses or damages that **you** incur following a **breakdown** that are not expressly covered by this contract. For example, **we** will not pay for any loss of earnings, missed appointments, or medical fees.
- 7. **We** do not guarantee that transportation to a **repair workshop** will be during opening hours, or that **repairs** can start immediately. Whilst **we** will try to check that the **repair workshop** will undertake the type of **repairs** required, **we** cannot guarantee this. **We** will not take responsibility for **repairs** carried out at any **repair workshop**, and the contract for such **repairs** will be between **you** and the **repair workshop**.
- 8. In handling any **service request** there may be more than one option available to **you** under this contract. **We** will decide which is the most appropriate option based on **our** expertise in **RSA event** situations. In doing so, **we** will act in consultation with **you**, and act reasonably at all times.
- 9. **Your vehicle** must not be used for **commercial use**. **Your vehicle** may only be used for private use, such as using the **vehicle** for social, domestic and pleasure purposes and commuting to and from a permanent place of work or home.
- 10. This contract does not include:
 - a. routine servicing, maintenance or assembly of your vehicle;
 - b. **your vehicle** if it is originally intended to be used for **commercial use**, even if **you** are using it for private purposes at the time of the **RSA event**;
 - c. **RSA events** that occur during activities or events that are not subject to the normal rules of the road, for example:
 - RSA events on a track day. We will not attend RSA events on race tracks or where you have been immediately transported from a race track;
 - ii. **RSA events** that occur off the public highway to which **you** or **we** have no legal access;
 - d. **your vehicle** if it is not legally taxed, insured or is not being used in line with the manufacturer's guidelines;
 - e. **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide **service**. If **you** can demonstrate that the **vehicle** is roadworthy, **we** will provide **service**;
 - f. any **request** for **services** that is or may be affected by the influence of alcohol, drugs, impairing medicine or controlled substances;
 - g. any **request** for **service** under this contract where the **RSA event** was first reported to **us** under a different contract.

The following conditions apply to sections G-H of this contract for **rental service** If **you** do not comply, **we** can refuse **service** and/or cancel **your** contract without any refund.



- 1. Any driver of the rental car must be at least 21 (twenty-one) years old.
- 2. **You** must not use the rental car for **commercial use** or illegal acts.
- 3. **You** must request for a **rental service** 3 (Three) business days in advance. This applies to an extension of a renting period. Subject to the foregoing, if **we** fail to provide **you** with a rental car on the requested date and time as such, **we** will pay you 500 Baht as a compensation per day for the number of days of such failure, up to the maximum number of days **your vehicle** is under voluntary car insurance repair (for section G only). However, this does not apply to section H and or the case where **your request** is made during extreme weather, riots, war, civil unrest, industrial disputes, or any other force majeure events.
- 4. For any cancellation of **your request**, **you** must notify **us** on a business day 24 (twenty-four) hours in advance. If **you** fail to do so, **your** cancellation will be effective on the following business day after 24 (twenty-four) hours of **your request**.
- 5. **You** must pick up and return the rental car according to the requested date and time, and at the location confirmed by **Roojai** and agreed with **your rental company**.
- 6. We reserve our absolute right to select any car model for a **rental service**, which is in a condition suitable for **your** number of renting days upon **your** first **service request**.

Cancellation of your policy

Your right to cancel

You can choose to cancel **your** contract at any time. The **service** fee will not be refunded. **Our** right to cancel

Roojai reserves the right to cancel **your** contract at any time. **We** will inform **you** that **your** contract has been cancelled via **your** email (or registered mail address for customers who do not register their email address with **Roojai**) at least 7 (SEVEN) days in advance

If **you** fail to comply with the terms of this contract (in particular, the "General Conditions"), **Roojai** reserves the right to cancel **your** contract at any time. The **service** fee will not be refunded in this case.

In other cases, **Roojai** may refund some, or all, of **your service** fee, but **we** reserve the right not to refund the **service** fee.

Misuse of your contract

You must not:

- 1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
- 2. Persuade or attempt to persuade **us** into a dishonest or illegal act;



- 3. Omit to tell **us** important facts about an **RSA event** in order to obtain an **RSA service**;
- 4. Provide false or misleading information in order to obtain a **service**;
- 5. Knowingly allow someone that has not purchased this **service** to try and obtain a **service** under this contract.

If these conditions are not complied with, **we** may:

- 1. Refuse to provide any **services** to **you** under this contract with immediate effect;
- 2. Immediately cancel this contract;
- 3. Refuse to sell any products or **services** to **you** in the future; and
- 4. Recover from **you** for any payment mistakenly made by **us**.

Automatic Contract Renewal

Automatic Renewal

Subject to Annual Review of a continuous contract, if you consent, **we** will automatically renew **your** contract and collect the **service** fee that is due when **you** renew **your** associated voluntary motor **vehicle** insurance product.

However, there is no auto renewal in Extended Warranty Insurance products.

If you do not wish us to do this, please opt-out during your voluntary motor vehicle insurance product renewal process or contact us as soon as possible and before the renewal date specified in schedule.

If **your** financial information details have changed, please inform **us**. **We** will update them to let **us** renew **your** contract.

If **you** have informed **us**, **you** do not want to automatically renew **your** contract and **you** have not authorized **us** to keep **your** account details, **we** will not renew **your** contract and it will expire at the **end date**.

Annual Review of a Continuous Contract

Providing that all **service** fees have been paid to date, **your** contract will continue until the **end date** of the contract or the date it is cancelled by **you** or **us** in accordance with the cancellation rules. Providing that **your** contract is not cancelled before the **end date**, **we** may review the **service** fee and/or terms and conditions for the contract before the end of each **contract period**. **We** will inform **you** at least 30 (THIRTY) days before **your** contract **end date** to confirm whether **your** contract will continue with **us** along with any changes to the **service** fee and/or terms and conditions for the next **contract period**.



Definition of Words

Any words in **bold** appearing throughout this document have a specific meaning which **we** explain below:

"battery fail" / "battery failure" / "faulty battery" means an event occurring in mainland Thailand or an island under service during the contract period that stops the vehicle from being driven due to a mechanical or electrical fault with the battery;

"breakdown" / "break down" / "breaks down" / "broken down" means an event occurring in mainland Thailand or an island under service during the contract period that stops the vehicle from being driven because of a mechanical or electrical failure. This includes engine fault, but not flat tire event, battery failure, vehicle entry issue, nofuel issue and any items under the Exclusions;

change a flat tire means replacing the deflated tire from **flat tire event** with a spare tire that is present in the **vehicle**. However, the spare used replace the deflated tire must be in perfect condition and can be used without harm.

"commercial use" / "commercial uses" means using the vehicle or rental car:

- a. to transport people or property for any fare, fee, rate, charge or other consideration; or
- b. directly or indirectly in connection with any business, or other undertaking intended for profit.

Examples of **commercial uses** include, but are not limited to:

- 1) taxis;
- 2) rental cars; and
- 3) delivery **vehicles**;

"contract period" means the continuous period from the start date to the end date as shown on your schedule;

"driver induced fault" means any fault caused by actions or omissions of the driver of the vehicle, except for a no-fuel issue or a vehicle entry issue;

"end date" means the date that this contract expires as shown on your schedule;

"flat tire event" means an event occurring in mainland Thailand or an island under service during the contract period that:

- a. stops the **vehicle** from being driven due to a deflated tire; or
- b. will cause material damage to the **vehicle** due to a deflated tire if the **vehicle** continues to be driven;



"island under service" means:

- a. Koh Chang, Trat;
- b. Koh Kho Khao, Phang Nga;
- c. Koh Lanta, Krabi;
- d. Koh Nang Kam, Phatthalung;
- e. Koh Phangnan, Surat Thani;
- f. Koh Phuket;
- g. Koh Samui, Surat Thani;
- h. Koh Tao, Surat Thani;
- i. Koh Yao Noi, Phang Nga;
- j. Koh Yao Yai, Phang Nga; and
- k. Koh Yo, Songhkla;

"mainland Thailand" means the main continuous extent area of Thailand, which shall not include offshore islands naturally detached from it, for example: an island connected to the main continuous extent area of Thailand by a man-made bridge is not considered as mainland Thailand;

"mis-fuel" / "mis-fuelling" means putting a fuel into a vehicle other than the fuels or fuel types recommended by the vehicle's manufacturer;

"no-fuel issue" means an event occurring in mainland Thailand or an island under service during the contract period that stops the vehicle from being driven because there is no fuel in the vehicle. Mis-fuelling is not a no-fuel issue;

"passengers" means the driver and other persons travelling in the **vehicle**, up to the maximum number specified in the **vehicle**'s registration document (which will generally be the same as the number of seats in the **vehicle**);

"Roojai"/ "we"/ "us"/ "our" means Roojai Services Co. Ltd including its members of staff and any person appointed to act on its behalf;

"repair" means actions undertaken at the RSA event location by our members of staff, subject to the nature of each RSA event, with an aim to allow your vehicle to be driven;

"repair workshop" / "workshop" means a place where a vehicle can be repaired, regardless of its name;

"road traffic collision" means a traffic collision involving a vehicle within Thailand that immobilizes the vehicle;



"rental service" means the services where Roojai acts as an intermediary to arrange for a rental car for either a use relating to your insurance vehicle repair or your personal use.

"RSA" means road side assistance:

"RSA event" / "event" means a breakdown, flat tire event, battery failure, vehicle entry issue or no-fuel issue;

"RSA service" means a service to be provided for each RSA event, as deemed appropriate by Roojai. This shall include:

- 1. roadside **repair** assistance (for **breakdown**);
- 2. Flat tire assistance (for **flat tire event**)
- 3. faulty battery assistance (for battery failure);
- 4. locksmith assistance (for **vehicle entry issue**);
- 5. fuel refill assistance (for **no-fuel issue**); and
- 6. **vehicle** transportation for **vehicle** immobilization;

"rental company" means a car rental service provider, regardless of its name, chosen by Roojai to provide a car for your rental service.

"schedule" means the document entitled "Roojai assistance service schedule" containing important details about the services purchased;

"service" / "Roojai assistance service" consists of RSA service and/or Roojai rental service, depending on your schedule.

"service request"/ "request of service" means each separate time you contact Roojai to request for Roojai assistance service under any section of this contract. This shall include:

- 1. a report of an **RSA event** to ask **us** to provide an **RSA service**; and
- 2. a request to ask us to provide a **rental service**;

"**specialist resource**" means resource or equipment that is not normally carried by **our** member of staff, but is required to complete a **repair** or **vehicle** transportation, for example a crane, tractor or locksmith;

"start date" means the date that this contract begins as shown on your schedule;

"vehicle" means the vehicle that is listed on your schedule;

"vehicle entry issue" means an event occurring in mainland Thailand or an island under service during the contract period that prevents entry to the vehicle. This includes lost, stolen and broken keys, as well as locking your key in the vehicle;



"you"/ "your" means the customer named on the schedule; Last modified date: 24/04/23