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BMW Premium Selection

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# BMW PREMIUM SELECTION. TERMS & CONDITIONS WARRANTY BOOKLET.

THE ONLY USED BMW APPROVED BY BMW.

# Contents

1.0	BMW Premium Selection Warranty	
	1.1 Introduction	
	1.2 Making a claim under this BMW Premium Selection Warranty	
	1.3 Specific Warranty Exclusions	
	1.4 Servicing your Vehicle	
	1.5 Other Exclusions and Limitations	
2.0	BMW Premium Selection Scheduled Servicing	1
	2.1 Introduction	1
	2.2 Scheduled Servicing Conditions	1
	2.3 Your obligations	1
3.0	BMW Roadside Assistance and Accident Management	1
	3.1 Introduction	1
	3.2 What to do when you need assistance	1
	3.3 Stay with your Vehicle	1
	3.4 The cover provided under BMW Roadside Assistance	1
	3.5 BMW Accident Management	1
	3.6 Transfer of cover	2
	3.7 BMW Roadside Assistance & Accident Management Conditions	2

## BMW Premium Selection

The BMW Premium Selection Programme is contained in this handbook. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This BMW Premium Selection Programme applies in addition to any statutory rights or remedies that you may have, including under the Australian Consumer Law. This warranty does not exclude, restrict, limit or modify those rights or remedies, except to the extent that their application may be lawfully excluded, restricted, limited or modified.

Repairs conducted on a vehicle may result in the loss of user generated data electronically stored within the vehicle such as data, songs or files stored on the vehicle's hard drive. You are advised to retain a copy of such material in an alternative media before delivering the vehicle for any repair.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

BMW Premium Selection is a programme provided by BMW Australia Ltd ABN 11 004 675 129 ("BMW") for qualifying used BMW vehicles purchased from the authorised BMW dealer network ("Vehicle"). These Terms and Conditions apply to Vehicles purchased on or after 1 January 2012. The benefits of BMW Premium Selection include (i) BMW Premium Selection Warranty; (ii) complimentary BMW Premium Selection Scheduled Servicing; and (iii) complimentary BMW Roadside Assistance & Accident Management. Limitations apply. Full terms and conditions are outlined below. Please consult your authorised BMW dealer for further details.

The BMW Premium Selection Warranty and BMW Premium Selection Scheduled Servicing are limited to the Vehicle and the owner identified in the BMW Premium Selection Certificate ("Owner" or "you") and are **not transferable** upon the sale of the Vehicle or to any other vehicle. Therefore, on the sale of the Vehicle, only the benefits of the BMW Roadside Assistance & Accident Management will transfer to the new owner. No refunds are payable in the case of the cancellation of any benefit provided under BMW Premium Selection.

You may, at your cost, and subject to conditions determined by BMW from time to time but otherwise on the same terms and conditions as set out herein, extend the period of cover in respect of all benefits collectively (and not individually) from the expiry of the initial period of cover provided by BMW as part of BMW Premium Selection as follows provided that

you have purchased the relevant extension on the date of purchase of the Vehicle from the authorised BMW dealer. It will not be possible for you to apply for an extension of the period of cover after the date of purchase of the Vehicle from the authorised BMW dealer.

- (a) For all BMW models (except BMW 6 Series, M6 and 7 Series): an additional 12 or 24 months, provided that the period of cover cannot be extended beyond 6 years from the date of first registration of the Vehicle.
- (b) For BMW 6 Series, M6 and 7 Series models: an additional 12 months, provided that the period of cover cannot be extended beyond 7 years from the date of first registration of the Vehicle.

## 1.0 BMW Premium Selection Warranty

#### 1.1 Introduction

BMW warrants that in respect of each Vehicle sold by an authorised BMW dealer as a BMW Premium Selection used vehicle it will repair or replace, free of charge any part of the Vehicle that is found to be defective in materials or workmanship during the Warranty Period (as confirmed by an authorised BMW dealer), subject to these Terms and Conditions including but not limited to the exclusions and limitations set out in sections 1.3, 1.4 and 1.5.

The "Warranty Period" commences on the date of purchase of the Vehicle from the authorised BMW dealer and continues for the following period without distance stipulation:

- (a) For all BMW models (except BMW 6 Series, M6 and 7 Series): 12 months.
- (b) For BMW 6 Series, M6 and 7 Series models: 24 months.

In some limited instances, a balance of the BMW (New Vehicle) Supplementary Warranty may apply. Please refer to your BMW Supplementary Warranty Book for full details. The BMW Premium Selection Warranty does not limit the operation of the BMW (New Vehicle) Supplementary Warranty.

All repairs and/or replacements performed under BMW Premium Selection Warranty must be carried out by or through an authorised BMW dealer for that repair or replacement to be covered under the BMW Premium Selection Warranty.

All displaced parts replaced under the BMW Premium Selection Warranty remain the property of BMW.

## 1.2 Making a claim under this BMW Premium Selection Warranty

All repairs and/or replacements performed under this BMW Premium Selection Warranty will be free of charge and must be carried out by or through an authorised BMW dealer for that repair or replacement to be covered under this BMW Supplementary Warranty.

You should firstly contact the Service Manager of your selling authorised BMW dealer and follow instructions given. If you are in transit at the time, you should contact the Service Manager of the closest authorised BMW dealer. All valid warranty claims will be processed directly by the authorised BMW dealer. Where necessary, additional support is available from BMW.

The BMW Premium Selection Warranty is given by:

BMW Australia Ltd ACN 004 675 129 783 Springvale Road (PO Box 745) Mulgrave, VICTORIA 3170 Freecall: 1800 813 299

Facsimile: 1800 350 528 email: info@bmw.com.au

## 1.3 Specific Warranty Exclusions

The BMW Premium Selection Warranty does not cover the following items but note that, as set out above, the conditions of this BMW Premium Selection Warranty are subject to any statutory rights and remedies that are available to you, including under the Australian Consumer Law. Those statutory rights and remedies may be pursued in addition to those conferred under this BMW Premium Selection Warranty:

Component	Exclusions
Braking system	Brake pads, discs, lines, drums, callipers and any form of adjustment or repair work.
Chassis and body equipment	Paintwork damage, rust, glass, windows, convertible top material and frame, chrome parts, general seals, door seals, seat rails, seat belts, decorative strips and door handles. All other items within the Vehicle that are the subject of wear and/ or discolouration such as seat covers, carpets, door trims etc
Clutch	Linkages, burnt out parts, clutch linings, thrust & throw out bearings and any damage due to wear and tear or driver error.
Comfort electrics	Sun shades, roller blinds, lumbar support, batteries, mobile phone handset and the speakers of the Vehicle's audio system. Loose connections, faded buttons and other wear and tear items, software updates and telecommunication system upgrades. Television screens, monitors and instrument clusters with less than nine missing pixels. Reversing camera and navigation system not factory fitted. Key set and ignition barrel.

Component	Exclusions
Cooling system	Repair work due to clogging or sedimentation, thermostats, radiator cap, gaskets, system hoses & fittings and topping up of the cooling system itself.
	Overheating – There are a number of telltale warning devices within all BMW vehicles. These systems alert drivers of impending break down due to overheating of the cooling system. The Vehicle's temperature gauge along with the coolant level indicator must not be ignored. Any claims for overheating related issues will not be accepted if the advice provided by this instrumentation has been disregarded.
Drive-line	Wheel bearings if there is evidence of impact damage, gaskets, rubber compound parts and constant velocity boots all of which are considered maintenance items.
Electrical system – including starter motor, fan unit, lighting system and alternator	Batteries, all bulbs (except Xenon and LED bulbs), spark plugs, windscreen washer system, wiring that has become loose, lost contact or burnt out.
Engine including cylinder head	All gaskets including rocker cover and sump, O-rings, rubber compound parts, engine mounts, (PCV) crankcase ventilating valve and (DISA) flap/sliding sleeve. The only exception is the cylinder head gasket which is covered under the BMW Premium Selection warranty.

Component	Exclusions
Exhaust system	All under carriage impact damage.
Fuel system	Injectors, linkages, cables and any repair work due to pollution with the exhaust system.
Fuel system	Injectors, linkages, cables and any repair work due to pollution with the exhaust system.
Heating and air conditioning systems	The removal of any air-conditioning odour, re-gassing, gaskets and O-rings.
Transmission, transfer case, DKG and rear axle	External linkages, gaskets, seals and rubber components. The BMW Premium Selection Warranty cover will not replace parts for simple noise related issues.
Safety system including air bags	Activation and de-activation of airbag system and damaged seat belt fabric which is frayed, worn or has been the subject of external influence.
Self-levelling suspension (including air suspension)	Pipes, linkages, standard shock absorbers and mounts.
Steering and suspension	Power steering belts, external linkages, joints, hoses, bushes, seals, front and rear shock absorber mounts, rubber compound parts and swivel pins. Shock absorbers and coils springs. Any adjustment repair work required to align or remove noise related issues.

Component	Exclusions
Consumable materials	Consumable materials utilised during normal maintenance services are excluded such as engine oil, coolant; A/C gas, brake fluid etc.
Wheels and tyres	All repairs or replacement of wheels and tyres.
Programming	Programming of the Vehicle or software updating which are not a direct result of a part which is defective in materials or workmanship.

### 1.4 Servicing your Vehicle

Please make sure that you understand the correct service schedule recommended for your Vehicle. If in doubt, check with your authorised BMW dealer.

To comply with the conditions of the BMW Premium Selection Warranty, the Vehicle must be serviced in accordance with BMW's requirements. You may have the service work performed by an outlet not authorised by BMW. However, BMW can only recommend authorised BMW dealers, as it has control of the equipment, spare parts and training standards of those dealers. Therefore, the BMW Premium Selection Warranty will not cover a claim to the extent to which it has been caused by poor servicing performed by an outlet not authorised by BMW.

Please ensure that the Vehicle Service Booklet is stamped and dated with the correct kilometres by the servicing dealer.

#### 1.5 Other Exclusions and Limitations

As set out above, the conditions of this BMW Premium Selection Warranty are subject to any statutory rights and remedies that are available to you, including under the Australian Consumer Law. Those statutory rights and remedies may be pursued in addition to those conferred under this warranty.

The total liability of BMW under the BMW Premium Selection Warranty in respect of all claims relating to a Vehicle is limited in aggregate to the purchase price paid by the Owner to the authorised BMW dealer for the Vehicle.

The BMW Premium Selection Warranty is not designed to restore Vehicles to new car condition. Parts such as worn piston rings or a noisy final drive, which become apparent after the purchase of the Vehicle, are not covered by the BMW Premium Selection Warranty.

There are certain parts on the Vehicle that require periodic cleaning or adjustment. This maintenance related repair work is regarded as part of the Owner's ongoing expense to keep the Vehicle safe on the road.

The BMW Premium Selection Warranty does not include compensation for progressive normal wear and tear which is commensurate with the kilometres covered. Nor is there an allowance for improvements to the Vehicle.

The BMW Premium Selection Warranty does not cover loss, damage or defects which arise from or are caused by accident, fire, flood, Acts of God, war, acts of terrorism or any other cause beyond the reasonable control of BMW, or caused by misfueling, water entry, abuse, misuse, negligence or exceeding any of the manufacturer's specified maximum speeds, revolutions or load capacities.

BMW accepts no responsibility or liability relating to any user or third party if alterations to the Vehicle are effected which are not approved by BMW.

In addition, the BMW Premium Selection Warranty does not cover:

- Defects which, in BMW's reasonable opinion, are a result of the Vehicle not properly and reasonably being used in accordance with normal expectations considering its design.
- Normal "wear and tear" parts (including but not limited to brake pads, brake discs, clutch linings, spark plugs, wiper blades, filters, oil seals, corroded mufflers, replacing windscreens due to sand blasting effects, stone chips and tyres) which are considered to be regular replacement parts.
- Normal maintenance or other adjustments which become necessary throughout the life of the Vehicle, or adjustments which may become necessary due to abnormal usage.
- Labour, parts and service items (including but not limited to lubricants, oils, gaskets, wheel balancing and wheel alignment) utilised during normal maintenance services.
- Non-BMW supplied options, parts, accessories and/or other items fitted to the Vehicle at any time.
- Any defect to any non-genuine part or accessory and any loss, damage or defect to the Vehicle which arises from or is caused by any non-genuine part or accessory.
- Any loss where the odometer has been tampered with, altered or disconnected.
- Repairs or replacements or other work undertaken by persons other than an authorised BMW dealer.
- Vehicles used for hire or reward (including but not limited to limousines), self-drive hire, driving schools or any form of instruction, or Vehicles used in any sort of competition, rally or racing of any kind.
- Rectification of normal wear and tear items such as any trim item (including but not limited to seat covers, door trims, soft-top/convertible roof, trim covers, carpets, edge protectors, door seals, windscreen moulds etc.), chrome and seals, which is apparent at the time the Vehicle was purchased or becomes apparent during the Warranty Period.
- Any claim arising from damage as a result of continued operation of the Vehicle or part after it has become or ought to have become apparent to the driver that some fault exists in the Vehicle.
- Rattles, squeaks and adjustments.
- Any under carriage impact damage.
- Modifications or adjustments which may be required due to alterations in local legislation or conditions after the original registration of the Vehicle.
- Repairs necessary as a result of interference from high frequency radio signals.
- Vehicles not imported into Australia by BMW as new.

All work carried out which is specifically excluded from the BMW Premium Selection Warranty and is not recoverable under statutory rights and remedies, including the Australian Consumer Law is chargeable to the Owner.

## 2.0 BMW Premium Selection Scheduled Servicing

#### 2.1 Introduction

Under BMW Premium Selection Scheduled Servicing BMW provides the following benefits:

- (a) For all BMW models (except BMW 6 Series, M6 and 7 Series) there are no scheduled servicing costs for the first 12 months or 25,000 kilometres, whichever comes first. If the Vehicle has not required a scheduled service during this period, BMW will honour your next scheduled service for the Vehicle after the expiry of this period.
- (b) For BMW 6 Series, M6 and 7 Series models there are no schedule servicing costs for the first 24 months or 50,000 kilometres, whichever comes first. If the Vehicle has not required a scheduled service during this period, BMW will honour your next two scheduled services for the Vehicle after the expiry of this period. If the Vehicle has only required one scheduled service during this period, BMW will honour your next scheduled service for the Vehicle after the expiry of this period.

The obligations of BMW under BMW Premium Selection Scheduled Servicing commence on the date of purchase of the Vehicle from the authorised BMW dealer and shall continue until the occurrence of the earliest of the closing date or the closing kilometres for the model.

If you elect to extend the period of cover of BMW Premium Selection in accordance with these Terms and Conditions the BMW Premium Selection Scheduled Servicing component will apply as follows:

- (a) For a 12 month extension, there are no scheduled servicing costs for 12 months or 25,000 kilometres, whichever comes first, commencing on the expiry of the initial period of cover for the BMW Premium Selection Scheduled Servicing component. If the Vehicle has not required a scheduled service during this extended period, BMW will honour your next scheduled service for the Vehicle after the expiry of this extended period.
- (b) For a 24 month extension, there are no scheduled servicing costs for 24 months or 50,000 kilometres, whichever comes first, commencing on the expiry of the initial period of cover for the BMW Premium Selection Scheduled Servicing component. If the Vehicle has only required one scheduled service during this extended period, BMW will honour your next scheduled service for the Vehicle after the expiry of this extended period.

The cost of parts and labour for all recommended oil services and inspections, as listed on the relevant inspection sheets and included in the BMW Owner's Service Booklet, are covered. The cost of normal wear and tear items such as brake pads, brake discs, wiper blades and any other parts will be charged additionally to the Owner's account.

#### Vehicle Checks:

Vehicles manufactured from September 2008 will have a Vehicle Check incorporated in the vehicle's Condition Based Servicing system. The vehicle check requires the Vehicle to be returned to an authorised BMW dealer once per annum for a routine inspection. For BMW Premium Selection vehicles, the cost of the vehicle check is covered under the BMW Premium Selection programme during the policy period.

## 2.2 Scheduled Servicing Conditions

## **Scheduled Servicing**

- 1. BMW vehicles use one of two systems to determine when a service falls due Condition Based Servicing and Service Interval Indicator both of which measure time, kilometres travelled and vehicle usage to determine the frequency of the scheduled servicing. At intervals indicated by the relevant system installed in the Vehicle or otherwise as BMW deems necessary, you shall be entitled to arrange for an authorised BMW dealer to carry out the following scheduled service work in relation to the Vehicle:
- (a) service work stipulated by BMW in the BMW Owner's Service Booklet and applicable to the Vehicle including the supply or replacement of necessary parts and lubricants; and
- (b) preventative treatment as BMW considers necessary.
- BMW's obligations under BMW Premium Selection Scheduled Servicing are conditional upon the maintenance by you of an accurate record of the distance travelled by the Vehicle and production of such record to BMW when required.

- 3. BMW's obligations under BMW Premium Selection Scheduled Servicing shall not include:
- (a) repairs resulting from normal wear and tear to the Vehicle, such as brake pads and brake discs which will be charged to the Owner;
- (b) replacement of tyres;
- (c) repairs necessary due to damaged glass, panels or paint work, including rust or corrosion;
- (d) special preparation for or restoration after long-term storage;
- (e) repairs by persons other than an authorised BMW dealer;
- (f) effecting or repairing alterations or modifications to the Vehicle;
- (g) work necessary due to water entry, negligence, accidental or intentional damage or abuse, or due to exceeding any of the manufacturer's specified maximum speeds, revolutions or load capacities;
- (h) Vehicle recovery, towing or other related travel costs (this may be covered by the applicable Roadside Assistance Programme); and
- (i) work involved in daily or other regular checks to the Vehicle, (other than the vehicle check referred to in section 2.1).

As set out above, the conditions of the BMW Premium Selection Scheduled Servicing are subject to any statutory rights and remedies that are available to you, including under the Australian Consumer Law. Those statutory rights and remedies may be pursued in addition to those conferred under this warranty.

4. In exceptional cases where it is impractical for an authorised BMW dealer to carry out the required work, special provisions may be made by prior arrangement with BMW. Where BMW authorises emergency repairs by an unauthorised BMW dealer, BMW will reimburse the Owner for the cost of approved repairs on receipt of the relevant invoice.

## 2.3 Your obligations

You must take all reasonable steps to make the Vehicle available to the nominated authorised BMW dealer during normal working hours at or before the relevant service interval specified by the Condition Based Servicing or Service Interval Indicator of the Vehicle, as appropriate, so that the relevant scheduled servicing can be performed. You must comply with the instructions in the BMW Owner's Service Booklet and take steps to minimise any Vehicle damage in the event of Vehicle defect or failure.

## 3.0 BMW Roadside Assistance & Accident Management

The conditions of the BMW Roadside Assistance & Accident Management are subject to any statutory rights and remedies that are available to you, including under the Australian Consumer Law. Those statutory rights and remedies may be pursued in addition to those conferred under this warranty.

#### 3.1 Introduction

All BMW models (except BMW 6 Series, M6 and 7 Series) purchased under BMW Premium Selection receive 12 months complimentary BMW Roadside Assistance and Accident Management. All BMW 6 Series, M6 and 7 Series models purchased under BMW Premium Selection receive 24 months complimentary BMW Roadside Assistance and Accident Management.

## 3.2 What to do when you need assistance

Should you require assistance, call the BMW Roadside Assistance & Accident Management toll free number, **1800 808 111**.

Please have the following information available for the Customer Service Assistant who will answer your call:

- Your name.
- Your BMW registration number.
- Your BMW Service Card number.
- The model and colour of the Vehicle.
- A description of the problem.
- If possible, a telephone number where you can be contacted.
- The exact location of your BMW.

Your Customer Service Assistant will be able to mobilise the necessary assistance which may include:

- Roadside assistance.
- Towing to an authorised BMW dealer or authorised repairer.
- Onward travel.
- Hotel accommodation.
- Car hire.

Please do not make your own vehicle assistance arrangements through a third party, as BMW may not be able to reimburse any costs incurred.

## 3.3 Stay with your Vehicle

Once assistance has been called, it is vital that your Vehicle is attended. Should BMW Roadside Assistance & Accident Management arrive at your Vehicle, and it is unattended, then work cannot be carried out and payment may be required for any subsequent call-outs to assist with the incident.

#### 3.4 The cover provided under BMW Roadside Assistance

#### **Mechanical Assistance**

Should the Vehicle be immobilised, temporary on-the-spot adjustments will be made to your BMW to ensure that you and your Vehicle are back on the road as soon as possible.

#### **Non-Mechanical Assistance**

Assistance will also be provided in non-mechanical related incidents including tyre change, flat battery, out of fuel and lockouts.

#### Theft

In the event that the Vehicle is stolen, BMW Roadside Assistance can arrange alternative transport to get you home. Note that in such cases costs of towing, alternative transport or accommodation are normally covered by your insurer and as such, are not covered by BMW Roadside Assistance.

#### **Vehicle Transport**

Should the Vehicle be immobilised as a result of a breakdown, vehicle transport will be provided to deliver your Vehicle to:

- In major metropolitan areas, the authorised BMW dealer of your choice (provided it is within 40kms from the point of breakdown); or
- The closest authorised BMW dealer or authorised repairer.

For breakdowns which occur after-hours, your Vehicle will be stored at a secure facility and delivery will be made the morning of the next working day.

#### Fuel

In the event that you run out of fuel, BMW Roadside Assistance will supply, free of charge, sufficient fuel to get you to the next refuelling point.

#### **Lock Out**

If your keys have been locked in the Vehicle or lost, BMW Roadside Assistance will, upon provision of adequate proof of ownership, provide emergency assistance as follows:

- Locate and deliver your spare key, or arrange for you to retrieve your spare key if more practical.

- If an emergency situation arises, or you insist that the Vehicle is accessed, and it is necessary to gain access to the Vehicle, BMW Roadside Assistance will attempt to gain access by other means, but only after provision of your written consent. Whilst all care will be taken, BMW Roadside Assistance will not be held responsible for any damage incurred or resultant repair costs. Additional conditions may apply. A limit of \$150 (incl. GST) applies to this service.

#### Legal Advice

Telephone Legal Advice is available 24 hours a day in relation to any matter involving the ownership or use of the Vehicle. Advice does not extend to preparation of briefs or personal interviews.

#### **Medical Advice**

Medical advice is available 24 hours a day to drivers and/or passengers and may include medical advice, contact with doctors and/or emergency services, and arrangement of transport with escort if necessary. Any costs associated with treatment or transport are not covered by this programme.

#### Taxi

If the Vehicle cannot be mobilised due to a mechanical breakdown and must be transported to an authorised BMW dealer, alternative transportation (taxi) to the value of \$200.00 (incl. GST) will be provided to continue your journey to the nearest town or city or within the same town or city where the breakdown occurred.

#### **Caravan or Trailer**

If you are travelling with a caravan or trailer, BMW Roadside Assistance will arrange for it to be recovered and relocated to the nearest convenient safe location until you and the Vehicle are ready to resume your journey.

#### Accommodation

Accommodation will be provided for up to 4 nights to a total maximum value of \$200 (incl. GST) per person per night should you decide to remain with your Vehicle whilst it is repaired locally or if the breakdown occurs outside the hours when alternative transport could be arranged. Any amount charged in excess of this limit will be your responsibility.\* This benefit provides room only and excludes meals, phone calls, laundry, etc.

#### **Car Rental**

Car rental may be provided in conjunction with accommodation for a maximum period of three days. Alternatively, should accommodation not be required, the car rental period can be extended to a maximum of five days. The limit for this benefit is \$1,000 (incl. GST), fuel and other incidental costs and charges as well as fines or damage caused are not included.\*

#### Vehicle Relocation

If your Vehicle is immobilised due to mechanical breakdown and you have left your Vehicle to continue your journey, once it is repaired, your Vehicle will be delivered to you at your home or intended destination (whichever is the nearest).\* Where appropriate, the driver may be supplied with transport to collect the repaired Vehicle from the authorised BMW dealer.

#### **Alternative Transport Assistance**

Should hotel accommodation or a rental vehicle be unavailable,\* alternative transport will be provided for the driver and up to four passengers travelling in the Vehicle to return home or to their intended destination to a maximum of \$300 (incl. GST). Any amounts charged in excess of this limit is at your expense.

#### **Emergency Parts**

If you have decided to have the Vehicle repaired locally rather than transported, and necessary spare parts are not available locally, BMW Roadside Assistance will assist in locating and transferring the parts to the repairer. All costs associated with the spare parts, delivery and repair of your Vehicle is your responsibility.\*

#### 3.5 BMW Accident Management

BMW Accident Management is available if you have an accident. Should you require assistance call the BMW Accident Management toll free number, **1800 808 111** to report the incident and record the details.

BMW Accident Management includes the following:

#### Medical Advice & Referral

BMW Accident Management provides you and your passengers with telephone access to emergency medical advice at the scene of an accident. Please note: all costs associated with this service are your responsibility.

<sup>\*</sup>BMW Roadside Assistance cover for Accommodation, Car Rental, Vehicle Relocation, Alternative Transport Assistance and Emergency Parts entitlements only comes into effect where a breakdown occurs more than 70kms from your home and the Vehicle is expected to be immobilised for a period longer than 24 hours. Accommodation and car rental benefits cease once the Vehicle has been repaired.

#### Accident Assist at the Scene of the Accident

In the case of an accident, BMW Accident Management will provide the following services where required:

- Arrange attendance of relevant emergency services Ambulance, Police, Fire Brigade.
- Advise you not to admit liability.
- Advise you to obtain third party details.
- Advise you to obtain the details of any independent witnesses.
- Advise you if police should be called.
- Advise you to verify by sighting and obtain relevant parties' driver's licence details.
- Message Relay to your family, friends or work colleagues to advise of any delays or medical injuries.

#### Accommodation or Rental Car Assistance

Should you or your passengers require emergency accommodation or a rental car, BMW Accident Management will endeavour to arrange this at corporate rates. Costs incurred will remain your responsibility, but may be claimable from your insurance company.

#### Taxi

Where a taxi is needed after an accident and your insurance company is unlikely to provide the service or cover the cost, BMW Accident Management will arrange for one to a maximum limit of \$200.00 (incl. GST).

#### **Accident Claim Form Assistance**

BMW Accident Management will help you to complete Accident claim forms and, where possible, arrange for claim forms to be forwarded to you.

#### **Accident Towing**

BMW Accident Management will coordinate the towing of your Vehicle to an Authorised Servicing Dealer or Approved Repairer. While this service is at your expense, BMW Accident Management will assist in claiming towing charges back through your insurance company.

#### **Accident Quotation Assistance**

BMW Accident Management will coordinate and follow up with the Authorised Servicing Dealer or Approved Repairer regarding quoting of vehicle damage. A second quote

can also be arranged where necessary. Services are provided during business hours, Monday to Friday, EST.

#### **Accident Assessment Assistance**

The assessment and final approval of quotes by your insurance company will be co-ordinated by BMW Accident Management. You will be kept up to date with progress. Services are provided during business hours, Monday to Friday, EST.

#### **Accident Repairer Follow Up**

BMW Accident Management will communicate with the authorised servicing dealer or accredited body repairer to establish an estimated date of completion for all repairs and then see the process through. If repairs become delayed due to any unforeseen issues (including but not limited to parts delay), BMW Accident Management will let you know and stay in contact with everyone concerned. BMW Accident Management will be in touch to ensure that you are satisfied with the repairs and condition of the Vehicle. If there are any problems, BMW Accident Management liaises with the insurance company or repairer to ensure they are resolved as soon as possible.

## **Cancellation/Rebooking Travel Arrangements**

In the case of travel plans being interrupted due to an accident, BMW Accident Management will contact the relevant people to cancel or rebook your travel, arrange alternative transport and relocation of the Vehicle once repaired. Please note: any costs associated with rebooking or cancellation of travel plans will be at your expense.

## **Rental Car Arrangements**

BMW Accident Management will be happy to arrange a rental car upon request. All rental and associated costs will be your responsibility. Discounted rental rates will be sought when available.

#### General

All costs relating to parts, labour and other associated costs for towing or repair of the Vehicle involved in an accident, or attempted theft, will be your responsibility. Some of the services provided by BMW Accident Management may be limited subject to the guidelines and procedures of your insurance company and/or policy entitlements. As the insurance company is the ultimate body responsible for any damage claims, BMW Accident Management will adhere to any instructions or directions they provide.

Please note: in certain areas within Australia, local government authorities manage all accident towing contractors via Accident Allocation Centres (AAC). Within such areas BMW Accident Management is unable to arrange the attendance of its own accident towing companies and is required by law to contact the AAC to arrange all accident towing. BMW Accident Management Assistance Services do not extend to insurance policy interpretation or application.

#### 3.6 Transfer of cover

BMW Roadside Assistance & Accident Management is fully transferable between owners at any time during the period of cover. However, no refunds will be provided for cancellation of benefit. BMW must be notified of the transfer. Contact details below:

BMW Group Australia Customer Interaction Centre Phone: 1800 813 299

Fax: 1800 350 528

## 3.7 BMW Roadside Assistance & Accident Management Conditions

Any roadside assistance required as a result of driving on a racetrack, competing in organized road/off road rallies, inappropriate use, incorrect repair or faulty workmanship on the Vehicle by a non-authorised BMW dealer, or directly due to the fitment of nongenuine parts and/or accessories; will be co-ordinated by BMW Roadside Assistance & Accident Management; however, all costs will be your responsibility. To be eligible for BMW Roadside Assistance & Accident Management, the Vehicle must be well maintained and of sound mechanical and roadworthy condition. If you have any doubt of the condition of the Vehicle, please do not hesitate to contact your local authorised BMW dealer, who will arrange an inspection. Some services are excluded from the cover of BMW Roadside Assistance & Accident Management, and these are listed below:

- Costs of repairs other than provision of fuel and mechanical assistance.
- Any rental vehicle cost which would normally be payable by you, such as security deposit, excess kilometres, petrol and toll charges, or accident excess in the event that the hire car (if provided under the policy) is involved in an accident.
- In the interests of providing a quality service, BMW Roadside Assistance & Accident Management reserves the right to amend or withdraw service where utilization is excessive due to the lack of regular and preventative maintenance by you or failure to rectify any recurring fault by you.

Whilst all care will be taken, neither BMW Roadside Assistance & Accident Management, BMW or any service provider of BMW Roadside Assistance & Accident Management, will be responsible for any damage incurred or resultant repair costs which is not caused by act or negligence of any of those parties.

## **Important Information**

BMW Roadside Assistance & Accident Management is offered by BMW Australia Ltd ABN 11 004 675 129. BMW Roadside Assistance & Accident Management service is provided by AGA Assistance Australia Pty Ltd trading as Allianz Global Assistance ABN 52 097 227 177.

The information outlined here was correct at the time of printing but is subject to changes at any time and without notice.

BMW Premium Selection

The Ultimate Driving Machine

bmw.com.au/ premiumselection