

BMW Roadside Assistance

Retail Terms and Conditions

BMW Roadside Assistance offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access BMW Roadside Assistance, simply call us on 1800 808 111. Please have the following information ready when you call:

Please have the following information ready when you call:

- Your name and telephone number;
- Your breakdown location (stating the nearest cross street where possible);
- Your membership number and expiry date;
- Your vehicle registration number;
- A description of the problem.

Who is the roadside assistance provider?

Roadside assistance under your 12 month BMW Roadside Assistance membership is provided by AWP Australia Pty Ltd ABN 52 097 227 177 trading as Allianz Global Assistance. Whenever you request roadside vehicle assistance under your membership, you will be making that request to Allianz Global Assistance, who will provide the services on the terms and conditions set out below. The terms and conditions contain exclusions and limitations.

Eligibility criteria

In order to be eligible for roadside assistance, your vehicle must be a roadworthy well-maintained vehicle. Additionally, your vehicle must be mobile at the time that your membership commences. If your vehicle is not mobile, a service fee is charged when a new roadside assistance membership is established and assistance is required within the initial 48 hours. or if the vehicle has a pre-existing condition requiring assistance. The service fee is \$100 (inc. GST) and is charged in addition to your annual membership. The service fee covers the initial callout of the roadside assistance provider only. You will not be able to access any other entitlements under your membership for pre-existing conditions and/or for any incident that occurs within the initial 48 hours from purchasing your membership. Note, the standard limits set out in these terms and conditions (such as for towing) also apply.

Please stay with your vehicle

Once a roadside service provider has been called, it is important that you remain with your vehicle if it is safe to do so. Should we arrive at the scene of the breakdown and the vehicle is unattended, we will be unable to carry out any work and payment may be required for any subsequent callouts to assist with the same incident. If you require assistance and have to leave your vehicle for safety reasons, please advise the customer service assistant at the time of the initial call and we will liaise with you for the purposes of being able to provide assistance.

Tele-Assist

Once our customer service assistant receives your call, we will provide general advice about the operation of your vehicle. If your vehicle is immobilised, we will provide an over the phone diagnosis (where possible) to get your vehicle mobile.

Roadside Assistance

If our customer service assistant is unable to get your vehicle mobilised over the telephone, we will dispatch a service provider to assist in the following ways:

Flat batteries

Flat batteries can occur. If you find yourself immobilised with a battery problem, we will attend to your vehicle, test the battery for performance, jump start the flat battery or coordinate a battery replacement if required. The cost of the replacement battery will be charged to you.

Emergency fuel

If your vehicle runs out of fuel, we will provide sufficient petrol or diesel (to a maximum of 10 litres) for you to travel to the nearest available petrol station, or tow your vehicle to the nearest petrol station, subject to the towing limits specified below. If you have an LPG fuelled vehicle, we will tow your vehicle to the nearest petrol station.

Flat tyres

If your vehicle is not equipped with a spare tyre, we will tow the vehicle to an approved tyre outlet or authorised repairer, whichever is the nearest. Please refer to the section outlining limitations to towing. Otherwise, we will change the flat tyre with the vehicle's serviceable spare wheel. Should additional services be required beyond this due to multiple flat tyres, the spare tyre being unserviceable, replacement wheel studs/nuts not being available or locking wheel nut key not available, towing is provided at your cost.

Lost keys

If you lose your keys, we will provide all reasonable assistance (subject to proof of ownership shown) to:

- Locate and deliver a spare key; or
- Arrange for the driver to retrieve the spare key, if this is more practical; or
- Gain access to your vehicle (once a consent and indemnity form has been signed by you).

In all other situations where the key is not available, we will arrange to transport the vehicle to an authorised repairer, where the appropriate entry methods may be used. A limit of \$150 (inc. GST) applies to this benefit.

Towing/transportation

If your vehicle has had a breakdown and cannot be mobilised at the breakdown location and/ or requires electronic diagnosis, we will deliver your vehicle to the nearest authorised repairer, or your preferred repairer within 30km of the nearest authorised repairer. If the breakdown has occurred after business hours, we will arrange for your vehicle to be stored at a secure facility and delivered to an authorised repairer the next working day. All costs of towing above these limits, including subsequent tows, are your responsibility.

Accident

Following an accident, we will:

- Deliver your vehicle to an authorised BMW dealer, BMW certified body shop, or a third-party body shop within 10km from the accident location if the accident location is in Sydney, Melbourne, Brisbane, Perth or Adelaide. Where the accident occurs outside of Sydney, Melbourne, Brisbane, Perth or Adelaide, or more than 10km from a BMW dealer, BMW certified body shop, or a third-party body shop, the accident towing costs are your responsibility. We will also provide advice on accident procedures. If required, we will coordinate alternative transportation at your cost to enable you to continue your journey*
- Provide a rental vehicle for a total of 48 hours during the week and 72 hours during the weekend, or a Taxi/Ride-Hail ride.

Please note that all additional costs for services like flights, accommodation and vehicle redelivery and/or coordination are your responsibility. Accident towing will be carried out subject to applicable laws.

**Note that these costs, subject to the payment of any excess, may be recoverable from your insurance company under an appropriate insurance policy*

Taxi/Ride-Hail

If your vehicle cannot be mobilised due to a breakdown within two (2) hours and must be transported to the nearest authorised repairer, we will provide multiple Taxi/Ride-Hail/Ride-Hail/Ride-Hail rides within 24 hours to a maximum value of \$200 (inc. GST).

Emergency accommodation

If your vehicle is immobilised by a breakdown and cannot be repaired within two (2) hours, we will provide four (4) nights of accommodation up to the value of \$200 (inc. GST) (room cost only) per night should you decide to remain with your vehicle while it is repaired locally, or if alternative transport is unavailable.

Car rental

If your vehicle cannot be mobilised due to a breakdown within two (2) hours, we will provide a rental vehicle for up to seven (7) days to a maximum value of \$1,000 (inc. GST). You will be responsible for all fuel costs, toll charges, insurance excess reduction, excess kilometre charges, any traffic infringements, relocation fees, any damage and any excess or insurance waivers on the rental vehicle. Rental vehicle benefits cease on the day the vehicle has been repaired. Cannot be used in conjunction with emergency accommodation and/or alternative transportation.

Alternative transportation

Should hotel accommodation or a rental vehicle be unavailable, we will transport you and up to four (4) passengers to your home or to your intended destination to a maximum value of up to \$300 (inc. GST).

Vehicle relocation

Vehicle relocation will be provided where your vehicle has a breakdown and cannot be repaired within 24 hours. If you have left the vehicle to continue your journey, vehicle relocation will be provided to deliver the vehicle, once repaired, to your home or intended destination (whichever is the nearest). Alternatively, return transport will be provided to enable the driver to pick up the repaired vehicle.

Exclusions

We provide general roadside assistance. We will not be responsible for the cost of any parts or components for the roadside repair of the vehicle, other than minor breakdown repairs. Please note:

1. Subject to the statutory consumer guarantees and remedies available to you under the Australian Consumer Law and except to the extent caused by our negligence or our agents or service providers, we are not required to provide the roadside assistance services and will not be responsible or liable for any costs and expenses (or any increased costs or expenses) incurred in connection with or as a result of:
 - a. The vehicle not being registered on our roadside assistance system where membership data is stored;
 - b. The vehicle being unregistered;
 - c. The vehicle being unattended;
 - d. The Immobilisation of the Vehicle during an event, race or motorised competition (or its tests) while You are a competitor in that event;
 - e. The Vehicle not being kept in a roadworthy, well-maintained condition or not being serviced according to the manufacturer's recommendations. If there is a dispute about the extent of servicing, we reserve the right to request proof of servicing;
 - f. Costs that You have incurred before the included Event occurred;
 - g. Any costs where You have not provided Us with evidence that You have incurred those costs;
 - h. You organising any of the services detailed in these terms and conditions without first receiving authorisation from Us and an incident number;

- i. The use of drugs or narcotics not prescribed by a medical practitioner or the abuse of alcohol;
- j. Your acts of fraudulence, negligence or dishonesty;
- k. The immobilisation of the Vehicle outside the Service Area or the membership period;
- l. Costs of replacement parts unless specified as being paid by Us under these terms and conditions;
- m. Costs that would normally be payable by You, such as fuel or toll charges except where specified in these terms and conditions as being paid by Us;
- n. Costs for specialist rescue or costs incurred by Us where the Immobilisation of the Vehicle occurred on a road that is not a public road and the Vehicle is not accessible using our standard recovery equipment unless specified in these terms and conditions;
- o. Immobilisation of the Vehicle as a result of a product safety recall;
- p. The Vehicle is Immobilised in a workshop undergoing repairs or is undergoing mechanical or electrical repairs at Home;
- q. Failure by You to comply with reasonable instructions provided by Us or Our service providers
- r. You not having fixed a fault that was the subject of a previous callout in the last 28 days. It is Your responsibility to carry out a permanent repair as soon as possible after We provide any temporary repairs at the breakdown location;
- s. Repeated service calls (at least five per year relating to the same type of fault) due to member related faults, for example where you have repeatedly run out of fuel or locked your keys in your vehicle;
- t. Accident damage, any damage arising from or caused by an impact or collision or accidental damage of any nature, any attempted or successful theft or break-in of the vehicle (except for any accident-related services which we otherwise agree to arrange or provide in these terms and conditions);
- u. Failure by You to comply with applicable laws in Australia;
- v. Caravans or trailers;
- w. Bugged vehicles;
- x. Hitchhikers
- y. Vehicles operating as Taxi/Ride-Hail, limousines, rental vehicles, hire vehicles.

Where we incur costs under item 1 above, where possible we will inform you of these costs before we incur them. Where that is not possible, we will provide you with a statement setting out what those costs were and the reason why they were incurred, and payment terms of not less than 14 days. Additionally, if any of those events result in more than five (5) callouts per year, we will be entitled to suspend your membership by giving you 30 days prior written notice with an explanation of the decision. Services provided by us are also subject to:

- Any circumstance reasonably considered to be beyond our control (including but not limited to poor weather conditions such as heavy rain, cyclonic conditions, snow fall and flooding, as well as war, strikes, civil commotion, unexpected traffic conditions and telecommunication failures);
 - Areas being trafficable by a two-wheel drive recovery vehicle;
 - Vehicle accident or traffic congestion;
 - Restricted access area requirements.
2. We have no obligation to pay for costs incurred in service calls where your vehicle is immobile in a workshop undergoing repairs or undergoing mechanical or electrical repairs at your premises. We are not responsible or liable for any costs arising from work carried out by an authorised repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.



Limitation of Liability

In the event of an emergency, call 000. We are not an emergency services provider. We cannot provide any services in circumstances which may contravene applicable laws in the relevant state or territory in Australia. We will only be liable for the assistance services which We provide under these terms and conditions. AWP will take reasonable steps to ensure that its service providers provide services in accordance with these terms and conditions, to the maximum extent permitted by applicable laws. Neither party is liable for any failure to perform any obligation under these terms and conditions due to an unforeseeable event beyond a party's reasonable control including:

- Ionizing radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel;
- Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment;
- Machine explosion;
- War (whether war be declared or not), invasion, acts of foreign enemies, terrorism, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, riot, popular movements or civil commotion, sabotage;
- Pandemic, epidemic, severe weather including hail, storm, lightning, cyclone, hurricane, excessive rain, sleet, snow or wind or other similar event or natural disaster (whether declared or not) such as bushfire, drought, heatwave, flood, earthquake, landslide, volcanic eruption or tsunami; and
- Embargo, economic sanctions, industrial action including strikes, seizure or constraint by public force or government restriction.

Transfer of membership

Your membership is fully transferable to the new owner of the vehicle at any time during the membership period. Please contact us on 1800 808 111.

Cancellation of membership

You can cancel the membership at any time. If You have not used any of the roadside assistance services, we will refund Your membership fees on a pro rata basis. Call us on the number indicated on the last page to request a refund. Please note that we will decline the request for a refund if You have used any of Our roadside assistance services.

Complaints

If you are dissatisfied with our services in any way, please contact us and we will attempt to resolve the matter in accordance with our internal complaints' procedures. You can contact us to make a complaint via the details below:

Allianz Global Assistance

1800 010 536

contactcentrecomplaints@allianz-assistance.com.au

Australian Consumer Law

Despite anything contained in these terms and conditions, the Australian Consumer Law (ACL) gives you statutory rights including guarantees and remedies that cannot be excluded or modified by these terms and conditions. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect and whether major or minor) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of services if the goods or services do not meet the standards required by the ACL.

Privacy

We collect your personal information: Your privacy is important to us. To offer, quote, and provide you with our products and services, we, namely AWP Australia Pty Ltd ABN 52 097 227 177 trading as 'Allianz Global Assistance', collect, store, use, and disclose your personal information including sensitive information. We usually collect it directly from you but sometimes from others such as motor dealers and vehicle providers, our agents, vehicle hire companies, vehicle manufacturers, and towing contractors. We are responsible for ensuring your personal information is used and protected in accordance with applicable laws including the Privacy Act 1988. Personal information we collect includes your name, address, date of birth, email address, motor vehicle registration and VIN number, vehicle owner details, and sometimes your bank account details, as well as other information we collect through devices like 'cookies' when you visit our website such as your IP address and online preferences.

Uses and purposes of collection: We use your personal information primarily to offer, quote, and provide our products and services (including renewals) including roadside assistance, and other assistance services. We also use it to manage your and our rights and obligations in connection with any such products and services you have obtained or about which you have inquired. For instance, we use it to contact tow truck providers, roadside assistance providers, and others with whom we engage to provide roadside assistance services to you. We may also use it for product development, marketing (where permitted by law or with your consent), customer data analytics, research, IT systems maintenance and development, recovery against third parties, investigations into suspected fraud or other unlawful activities, liaison with other insurers and insurance reference bodies, and for other purposes where permitted by law. We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

Disclosure to third parties: Your personal information may be disclosed to others depending upon the particular circumstances, such as to third parties who assist us to carry out the above activities under the 'Uses and Purposes' heading above, both inside and outside of Australia. This includes claims management providers, insurers, investigators, roadside assistance and towing providers, vehicle manufacturers and dealers, overseas data storage (including 'cloud' storage) and data handling providers, legal and other professional advisers, your agents and vehicle manufacturer or provider, insurance reference bodies in the case of suspicious claims or credit card transactions, and our related and group companies including Allianz Australia Insurance Limited. Some of these persons and entities to whom we may disclose your personal information, assist us to provide our products and services and to improve our business, and may be located in overseas countries including in Europe, the UK and Ireland, Asia, and other countries where Allianz Group has a presence. We also, where necessary, may disclose your personal information to Government Departments as well as to regulatory bodies.

Promotional material: We may, where permitted by law or with your consent, contact you by telephone, normal mail, email, electronic messages such as SMS, and via other means with promotional material and offers of products or services from us, our related companies, as well as offers from our business partners that we consider may be relevant and of interest to you. Where we contact you with such offers, you can withdraw your consent at any time by calling us on 1800 023 767 or by contacting us – see below.

Providing us with personal information of others: When, in connection with one of our products or services you provide personal information to us about another person or you receive personal information from us about another person (such as when you are the primary person entitled to roadside assistance but another person is driving your vehicle), we rely on you to have first obtained the other person's consent for you to provide and receive their personal information, and we rely upon you to make them aware of the matters set out in this Privacy Notice. If you don't have the person's consent, you must inform us.

Your right to access: You may also seek access to your personal data and ask us to correct and update it. See the link below to the Allianz Partners Privacy Policy for further details.

If you have a request for access or a complaint concerning our handling of your personal information, please contact: Privacy Officer, Allianz Partners, PO Box 162, Toowong, QLD 4066, or email DataPrivacyAU@allianz-assistance.com.au.

You can also contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 5218, Sydney, NSW 2001 if you have a complaint.

For more information about the Allianz Partners Privacy Policy and handling of personal information, including further details about access, correction, and complaints, please visit our website at www.allianzpartners.com.au and click on the Privacy & Security link in the footer.

If you do not agree with the matters set out in our privacy policy or will not provide us with the personal information we request, we may not be able to provide you with our products or services. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why.

Definitions

In these terms and conditions, the following words have the following meanings:

Accident: a vehicle damaged by impact or collision of any nature, or by attempted or successful theft or break in to the vehicle.

Authorised repairer: a BMW dealership, a servicing dealer or a repairer that has been authorised and approved by BMW to undertake workshop repairs to the vehicle, or in areas where no authorised repairers are located, a repairer recommended by us. We are not responsible for any costs for work carried out by an authorised repairer except where otherwise stated in these terms and conditions (including a repairer recommended by us) and all repairs and costs are your responsibility.

BMW: BMW Australia Ltd (ACN 004 675 129) of 783 Springvale Road, Mulgrave, Victoria.

Breakdown: mechanical or electrical fault which has caused the vehicle to be immobilised or become unsafe to drive (whether in transit or otherwise). Breakdown can also include a flat tyre, flat or faulty battery, a vehicle which has run out of fuel or keys which have been locked in the vehicle or lost.

Callout: roadside assistance provided by our customer service assistant over the telephone or by us or a service provider at or from the breakdown location.

Home: your home or business address as registered on our roadside assistance system.

Minor breakdown repairs: minor repairs of an immobilised vehicle (including components up to a cost of \$20 (inc. GST)) to facilitate the immediate mobilisation of the vehicle. It does not include workshop repairs which may require diagnostic equipment or parts or repairs and does not include servicing of vehicles.

Mobile or mobilised: means moving or capable of moving using the vehicle's own power and as intended by the manufacturer when operating normally. "Immobilised" and "immobilised" have the corresponding meaning.

Pre-existing condition: any condition or defect requiring assistance (including callout assistance) or which generates assistance to be required which you knew about or should have known about prior to purchasing the membership.

Restricted access area: an area that is protected by security and/or other systems designed to prevent access by unauthorised people and includes areas that we do not have permission to enter (including but not limited to airports, sporting venues, protests and concerts).

Roadworthy well-maintained vehicle: maintained vehicle that is mechanically sound and otherwise fit to be operated and ridden on Australian roads. The vehicle will comply with the minimum safety and other standards required by Australian road safety and transport. Laws and regulations and also be maintained and serviced by qualified personnel to the vehicle manufacturer's recommended standards and specifications set out in the vehicle service booklet and instruction manual.

Service area: an area or location in mainland Australia with made roads or Tasmania, Phillip Island, North Stradbroke Island, Moreton Island, Fraser Island, Bribie Island and Kangaroo Island. In the event where the provision of services incurs ferry or over-sea transport costs, you will be responsible for such extra costs.

Service fee: the service fee is a \$100 (inc. GST) amount effective October 2013. The service fee covers the initial callout of the roadside assistance provider only. All other items are at additional customer cost.

Service provider: a mobile mechanic, tow truck operator or other roadside assistance provider nominated by us.

Vehicle: your nominated vehicle registered on our roadside assistance system.

We or us or our: Allianz Global Assistance, our employees, agents, contractors, and related companies.

You or your: the BMW Roadside Assistance member.

How to contact us

Need help? Call us on 1800 808 111.

Please have the following information ready:

- Your name and telephone number
- Your breakdown location (stating the nearest cross street where possible)
- Your membership number and expiry date
- Your motorcycle registration number, and
- A description of the problem.

Please stay with the Vehicle if it is safe to do so. If We arrive at the breakdown location and the Vehicle is unattended, we may be unable to carry out any work and payment may be required for any subsequent callouts to assist with the same incident.