



BMW Motorrad

# ***BMW MOTORRAD ROADSIDE ASSISTANCE.***



### **ASSISTANCE 24X7X365 TOLL FREE SUPPORT (1800 208 8870)\***

Roadside Assistance services round-the-clock, including public holidays.



### **TOWING SERVICES\***

Arrangements for safe towing of the BMW Motorrad from the spot of breakdown/ accident to the nearest BMW Motorrad Authorised workshop.



### **TAXI BENEFITS\***

Continue your journey by availing a free taxi benefit while your BMW Motorrad is safely towed by the service provider.



### **ACCOMMODATION BENEFIT\***

You can opt for 2 nights / 3 days hotel accommodation when away from your home city and your BMW Motorrad is safely towed by the service provider.



### **ACCESSORY COVER\***

Get a flat amount of INR 15,000 for repurchase of BMW Motorrad accessories (gear) damaged during an accident.



### **FUEL ASSISTANCE\***

Free fuel in case of vehicle immobilisation due to empty fuel tank.



### **SPARE KEY RETRIEVAL\***

Key retrieval from customer's residence in case your BMW Motorrad's key is lost.



### **MEDICAL COORDINATION\***

In case of a medical emergency, you can be/will be assisted with contact details of the nearest medical centre.



### **AMBULANCE REIMBURSEMENT BENEFIT\***

Reimbursement of upto a maximum of INR 15,000\* in case the biker uses an ambulance following an accident.

For further details, please refer to the terms and conditions mentioned herein or contact your Authorized BMW Motorrad Dealership.

\*Terms and Conditions apply.



# BMW Motorrad Roadside Assistance

## TERMS AND CONDITIONS:

### 1. INTRODUCTION:

BMW Motorrad Roadside Assistance (“**RSA**”) is a value-added services product developed and offered by AWP Services (India) Private Limited (“**AWP**”) exclusively for BMW Motorrad Customers to enhance the overall ownership experience of a BMW Motorrad.

The Customer agrees that he has fully understood the terms and conditions, benefits and exclusions applicable and accepts the same in entirety.

Disclaimer: BMW Motorrad is not an insurance product, guarantee product or any other financial risk or financial protection product and shall not be construed in whole or in part as any such product or as a substitute for any such product. If the Customer requires insurance protection or credit facilities or any other value-added or protection services, he shall obtain the same at his sole cost and expense from a licensed insurer or any other entity, as applicable.

### 2. DEFINITION:

#### BMW MOTORRAD TERMS AND CONDITIONS:

- a. **Benefit(s):** Benefit(s) shall mean the services offered or available to the Customer under scope of services as defined in Clause 3 and 4, clubbed with special cases in clause 5 and exclusions in clause 6.
- b. **BMW Motorrad:** BMW Motorrad delivered from an Authorized BMW Motorrad Dealership in India.
- c. **Customer:** A person who owns a BMW Motorrad in India and one who purchase the product.
- d. **Period of Benefit:** The Period of Benefit shall be of 1 year/2 years/3 years as opted by the Customer at the time of purchasing the product from an Authorized BMW Motorrad Dealership and as recorded in the certificate. The Customer has an option to renew/extend the benefits under these terms and conditions after Period of Benefit is completed subject to the age of the BMW Motorrad not exceeding 5 years and 180 days at the time of renewal/extension. All renewals/extensions will be at the sole discretion of AWP.
- e. **Calculation of Age of the BMW Motorrad:** Age of the BMW Motorrad will be counted from the first BMW Motorrad sale date/invoice date issued by the Authorized BMW Motorrad Dealership.

For the purpose of Calculation of Age of BMW Motorrad where the age of the BMW Motorrad falls between two exact whole numbers, then in such case the age will be rounded off to the nearest whole number. Please refer to the table below as an example:

Exact age of the BMW Motorrad	Age considered for the purpose of the RSA
1 year & 180 days	1 year
1 year & 181 days	2 years
2 years & 180 days	2 years
2 years & 181 days	3 years
3 years & 180 days	3 years
3 years & 181 days	4 years
4 years & 180 days	4 years
4 years & 181 days	5 years
5 years & 180 days	5 years

The BMW Motorrad can be covered under Retail RSA program until 5 years from the date of sale of the vehicle.

### 3. SCOPE OF SERVICES UNDER THESE TERMS AND CONDITIONS:

The below mentioned benefits will be provided to the Customer following a breakdown/accident event of the BMW Motorrad as per the terms and conditions mentioned herein below:

- a. The benefits under these terms and conditions are only available to the Customers who have got the delivery of their BMW Motorrad from an Authorized BMW Motorrad Dealership and have agreed to pay the amount towards the RSA Product.
- b. The service benefits under these terms and conditions shall be available only to the extent of the amounts specified herein (wherever applicable). Any costs or expenses incurred or proposed to be incurred by the Customer for services from AWP exceeding these limits shall be borne solely and entirely by the Customer.

### 4. ROADSIDE ASSISTANCE SERVICES:

In the event of a BMW Motorrad being immobilized, AWP will provide the following Roadside Assistance benefits to a Customer:

- a. **Availability:** Anywhere in India except the Indian islands and parts of Jammu and Kashmir state.
- b. **24x7x365 Toll Free Support (1800 208 8870):** AWP shall provide Roadside Assistance services round the clock, including public holidays.
- c. **Towing Services:** AWP will make arrangements for safe towing of the BMW Motorrad from the spot of immobilization to the nearest Authorized BMW Motorrad Dealership.
- d. **Fuel Assistance:** In event of immobilization due to an empty fuel tank or contaminated fuel or wrong fuel, arrangements will be made for supply of up to 5 litres of petrol or diesel on non-chargeable basis and/or towing of the BMW Motorrad to the nearest Authorized BMW Motorrad Dealership. The Customer is eligible for this benefit up to one incidence a year.
- e. **Key Retrieval:** In the event of the Customer losing the key of the BMW Motorrad, AWP will make arrangements for pick-up and delivery of the spare key to the spot where the BMW Motorrad is located, provided the spare key is available within the home city, otherwise the BMW Motorrad will be towed to the closest Authorized BMW Motorrad Dealership.
- f. **Taxi Benefits:** Following a towing event, arrangements will be made for free travel of BMW Motorrad riders, for a maximum of up to two people to a destination (within India) from the spot of immobilization, through a taxi, to a maximum of 100 km and the BMW Motorrad shall be towed away to the nearest Authorized BMW Motorrad Dealership. Taxi Benefit is restricted to a maximum of 2 incidents annually during the Period of Benefit. Any distance beyond 100 km can be covered on payment by the Customer directly to the Taxi service provider at a rate that is mutually agreed between the Customer and the Taxi service provider.

- g. Accommodation Benefits:** Following a towing event where the time to repair the BMW Motorrad will exceed 12 hours from the time of reporting the incident or overnight whichever is lesser, occupants of the BMW Motorrad will be provided with a hotel accommodation for up to 2 nights/3 days provided the incidence has occurred beyond 100 km of the centre of residence city of the Customer. The accommodation benefits would be offered subject to a per night limit of up to INR 10,000 or actual (only for room rentals, all consumables or meals etc. are excluded) whichever is less for all legal occupants of the BMW Motorrad. This benefit can be availed up to 2 incidents in a year.

It is to be noted that Taxi Benefit and Accommodation Stay can be availed consecutively in a single event.

- h. Towing Assistance where the BMW Motorrad is off-road:** AWP will also provide assistance in case the BMW Motorrad is off-road or has fallen into a ditch/valley. While AWP will endeavour to extract the BMW Motorrad with minimal or no damages, Customer understands that such a BMW Motorrad might sustain certain damages while extracting it from the ditch/valley. Customer agrees that such damages shall be his/her sole responsibility and AWP shall not be held liable for such damages. Customer needs to give a written or verbal consent before the process of extraction is initiated by AWP.

- i. Medical Coordination:** In the event of a Customer having met with an accident while riding the BMW Motorrad and subsequent need of medical support, AWP will support the Customer by providing the contact numbers of the closest hospital/medical facility. The Customer will contact the facility directly with no involvement of AWP.

- j. Ambulance Reimbursement Benefit:** In the event of a Customer having met with an accident while riding the BMW Motorrad and subsequent need of an ambulance, AWP will support the Customer by providing the contact details of the closest available facility. The Customer will contact the facility directly with no involvement of AWP. The Customer can subsequently claim for the reimbursement towards the expense incurred for availing the ambulance service within 15 days of the event. The maximum amount of reimbursement allowed will be INR 15,000 (all inclusive). The Customer needs to provide the following documents for seeking reimbursement under this benefit:

- i. Benefit Claim Form providing details of the accident and the covered BMW Motorrad
- ii. First Information Report (wherever applicable)
- iii. Original Bill of Hire
- iv. Hospitalization Proof (bill or any other document establishing Customer was taken to the hospital)
- v. Bank Account Details (Cancelled cheque bearing Customer's name) for reimbursement

The benefit can be utilized up to one incident per year during the Period of Benefit.

- k. Damaged Accessory Reimbursement Benefit:** In the event of a Customer having met with an accident while riding the BMW Motorrad and one or more of the following BMW gears/accessories that the Customer was wearing were damaged in the same event, then AWP shall pay a flat amount of INR 15,000 (all inclusive) to the Customer to enable the Customer to repurchase such gear/accessory. The benefit is payable only if the accessory is damaged to an extent rendering it unusable. Damaged accessory should be a genuine BMW branded accessory that has been purchased from an Authorized BMW Motorrad Dealership in India. The Customer will be required to deposit the damaged gear/accessory for inspection at the Authorized BMW Motorrad Dealership and will also be required to present the accidental BMW Motorrad vehicle for inspection. The indicative list of gears/accessories covered under the program are as follows:

- i. Helmets
- ii. Jackets
- iii. Leather Pants/Denims
- iv. Shoes
- v. Luggage Bag

The benefit is available up to one incident per year during the Period of Benefit. The Customer needs to provide the following documents for payment against this benefit:

- i. Benefit Claim Form for BMW Motorrad providing details of the accident and the covered BMW Motorrad

- ii. Gear/Accessory damaged in the event
- iii. First Information Report (wherever applicable)

## 5. SPECIAL CASES:

- a. Inter border BMW Motorrad transfer:** In cases of assistance/towing of the BMW Motorrad where the breakdown location is in one Indian state while the BMW Motorrad has to be towed to an Authorized BMW Motorrad Dealership, which is located in another Indian state, then:
  - i. All relevant documents for interstate movement of the BMW Motorrad by a tow truck have to be coordinated and arranged by the Customer and provided to AWP before the handover of the BMW Motorrad.
  - ii. Any charges levied by local authorities such as taxes, octroi charges, etc. are to be paid by the Customer.
  - iii. Way Bill to be provided by the Authorized BMW Motorrad Workshop where BMW Motorrad is being towed.
  - iv. In case authorities at the border hold the BMW Motorrad despite presence of all relevant documents, the responsibility of getting the BMW Motorrad released will be of the Customer. In case there is damage to the BMW Motorrad while being held by state authorities, AWP shall not be held liable for any such damage. AWP will also not be liable for any consequential damage or loss that the Customer might have suffered on account of the BMW Motorrad being held by state authorities.
  - v. In case the BMW Motorrad is detained at the border for greater than 2 hours and AWP's fleet is also not released by the authorities, subsequent waiting charges at INR 2000 per hour shall be payable by the Customer.
- b. Accidental Cases:** In cases where the police authorities have registered a First Information Report or are in a process of registering a First Information Report or are investigating the case or have taken possession of the BMW Motorrad, RSA can be activated only after police authorities/courts have given a clearance to the BMW Motorrad and the concerned police authority has released the possession of BMW Motorrad. In such cases it is the duty of the Customer to obtain such clearances. AWP can take handover of the BMW Motorrad only after clearances have been obtained and the Customer/Customer's representative is available to provide appropriate handover of the BMW Motorrad to the towing representative from the police authorities.
- c. Handover of BMW Motorrad:** In case the BMW Motorrad is being towed, Customer has to ensure appropriate handover of the BMW Motorrad to the AWP representative himself/herself or through an appointed representative.

## 6. EXCLUSIONS TO THE PROGRAM:

AWP is not liable to provide any RSA/Entitlement to the Customer in the event of any of the following:

- a.** Inconsequential aspects such as noises, vibrations, and sensations that do not affect the functionality, safety or performance.
- b.** Goodwill compensation of any type whatsoever or recall by manufacturer.
- c.** Any damage arising due to mechanical or electrical breakdown or failure of any BMW Motorrad parts including brake and/or any damage to BMW Motorrad and covered vehicle is still safe to drive.
- d.** Any legal liability, consequential loss, injury/damages to occupants or third parties/property.
- e.** Expenses incurred on towing charges due to breakdown of BMW Motorrad in a remote area/city except as mentioned under Roadside Assistance Services section.
- f.** Where the loss or damage (wherever applicable) does not occur within the Period of Benefit.
- g.** Where the Customer does not produce the documentary evidence and details as set out in these terms and conditions.
- h.** Replacement of any accessory done without prior intimation and consent of AWP.
- i.** Where the BMW Motorrad can be safely transferred on its own power to the nearest Authorized BMW Motorrad Dealership/Workshop.

- j.** Any accident, loss, damage and/or liability caused, sustained or incurred whilst the BMW Motorrad is being used other than in accordance with the limitations of use.
- k.** Any liability of whatsoever nature directly or indirectly caused by or contributed to/ by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
- l.** Any accident, loss, damage and/or liability directly or indirectly or proximately or remotely occasioned by, contributed to/by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), civil war, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences.
- m.** Any loss or damage caused due to riots, strikes and Act of God perils like flood, earthquake, etc.
- n.** Any consequential loss arising out of any breakdown or accident.
- o.** Cost of any repairs or replacement of any parts/components/consumables at any of Authorized BMW Motorrad Dealers/third party workshop.
- p.** Loss of valuables and personal belongings kept in the BMW Motorrad.
- q.** Any loss or damage caused due to pre-existing damages.
- r.** Any loss or damage arising out of intervention of government authorized agencies, police authorities or law enforcing agencies.
- s.** Any loss resulting from the Customer's deliberate or intentional and/or unlawful or criminal act.
- t.** Additional cost incurred in towing the BMW Motorrad to a dealer/workshop as specified by the Customer instead of the nearest available Authorized BMW Motorrad Dealership/Workshop.
- u.** Services organized without AWP's prior consent for any assistance services.
- v.** Where it is established that Customer has abused the benefits under the RSA Roadside Assistance benefits.
- w.** If the Customer or the Customer's representative is already at Authorized BMW Motorrad Dealership/Workshop for delivery of the BMW Motorrad or at the place of recovery in case of theft.
- x.** Any legal liability, consequential loss of any nature, injury/damages to occupants or third parties due to accident, mechanical/electrical breakdown or while availing any RSA benefit.
- y.** Under Accommodation Benefit, cost of food, beverages, consumables or any expenses, which are over and above the hotel room rent are excluded.
- z.** Following list of faults are not eligible for assistance under the RSA program:
  - i. Faulty fuel gauge.
  - ii. Speedometer not working.
  - iii. Horn is not functioning. If the horn is sounding continuously, the Assistance Services will be provided.
  - iv. Damaged or faulty fuel cap where it is safe to ride the BMW Motorrad.
  - v. Faulty security system unless the BMW Motorrad is immobilized or unless the alarm is sounding continuously.
  - vi. Transmission stuck in Sports/Winter mode, if applicable.
  - vii. When the rear view mirror is damaged.
  - viii. When the other non-safety related/service warning lights are illuminated.

## **7. CUSTOMER'S OBLIGATIONS:**

Any entitlement of the benefit to the Customer under the RSA is subject to and conditional upon the Customer

fulfilling the following obligations:

- a. The Customer should intimate AWP on the RSA helpline immediately for assistance.
- b. The Customer shall notify the service provider of any loss within 15 days from occurrence of the event to which the entitlement relates (except for RSA).
- c. Wherever required the Customer shall present the damaged BMW Motorrad for physical inspection by AWP.

#### **8. FRAUD:**

If the Customer or anyone on the Customer's behalf makes or advances any entitlement knowing the same to be false or fraudulent as regards to amount or otherwise, benefits under these terms and conditions shall be void and all entitlements or payments hereunder shall be forfeited.

#### **9. TERMINATION:**

- a. The termination of these terms and conditions shall not give rise to entitlements for damages or compensation.
- b. AWP may deny/cancel/terminate the benefits under this Program's terms and conditions, in the event the Customer materially breaches any of his obligations stated under this Program's terms and conditions including but not limited to misrepresentation of facts, fraud or intent of fraud against the AWP or non-disclosure of material facts with respect to the health of the BMW Motorrad which in the reasonable opinion of AWP could have materially changed AWP's view on extending/renewing the product terms and conditions on the Customer's BMW Motorrad and such breach is not remedied by the Customer within 15 (fifteen) days after receiving written notice of such breach from AWP or otherwise becoming aware of such breach.

#### **10. NOTICES:**

All notices and declarations permitted or required to be given under these terms and conditions shall be effective only if they are in writing and delivered (i) personally, or (ii) by registered or certified mail, or (iii) by courier, or (iv) by telecopier or other electronic communication, transmission confirmed and addressed in the manner as indicated below:

**AWP Services (India) Private Limited**  
**1<sup>st</sup> Floor, DLF Square, Jacaranda Marg, M Block, DLF City Phase II, Gurgaon 122002**

Any and all notices and declarations for the attention of the Customer shall be sent to the address provided in writing by the Customer.

#### **11. TERRITORIAL LIMITS:**

The benefits under these terms and conditions are available on occurrence of events arising during the Period of Benefits and within India only. AWP's liability to make any payment shall be limited to making payment within India except specifically mentioned otherwise and in Indian Rupees only.

#### **12. GOVERNING LAW:**

Any interpretation of this policy relating to its construction, validity or operation shall be determined in accordance with Indian law. The section headings of these terms and conditions are included for descriptive purposes only and do not form part of these terms and conditions for the purpose of its construction or interpretation.

#### **13. JURISDICTION:**

The court at New Delhi shall have exclusive jurisdiction.



**BMW Motorrad**

**BMW India Leasing Pvt. Ltd.**

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**Owned & Managed by  
AWP Services (India) Pvt. Ltd.**

CIN: U74900HR2012FTC044848  
1st Floor, DLF Square, DLF City, Phase II, M-Block,  
Jacaranda Marg, Gurugram, Haryana 122002

Terms and conditions apply. Finance is at the sole discretion of BMW India Leasing Private Limited.