



# BMW SECURE

## Terms & Conditions

Global Assistance

Allianz 

# 1. INTRODUCTION

BMW Secure is a value-added services product developed and offered by AWP Services (India) Private Limited (Herein after referred as AWP) exclusively for the BMW Customers in order to provide certain value-added additional service Benefits that enhance the overall ownership experience of a BMW Vehicle.

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

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DISCLAIMER: BMW Secure is in addition to (and not in substitution of) any warranty issued by BMW or any warranty on goods issued by any other third party manufacturer or any service provider other than AWP. This 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.

## 2. DEFINITIONS

### BMW Secure Terms & Conditions:

#### a. Benefit(s):

Benefit(s) shall mean the services offered or available to the Customers under scope of services as defined in Clause 4.

#### b. Authorised Assessor:

A qualified loss assessor appointed by AWP to inspect and assess BMW Vehicle condition, assess the quantum of benefit amount payable under the terms and conditions subject to terms and conditions specified herein.

#### c. BMW Vehicle:

A BMW Vehicle of the Customer delivered from an Authorised BMW Dealer in India.

#### d. Customer:

A person who owns a BMW Vehicle in India.

#### e. Motor Insurance Policy:

Private car package policy issued in relation to BMW Vehicle by a registered insurer.

#### f. Period of Benefit:

The Period of Benefit shall be of one year from the date as recorded in the program 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 Vehicle not exceeding 5 years and 180 days at the time of renewal/extension. All renewals/extensions will be at sole discretion of AWP.

#### g. Mileage Criteria:

Applicable on vehicles basis usage of vehicle identified through registration certificate or any other authentic and recognized document.

- Private Usage Vehicles – No mileage capping.
- Commercial Usage vehicles – as per below slab by the end of respective renewal year.

1st Renewal Up to 30,000 kms

2nd Renewal Up to 45,000 kms

3rd Renewal Up to 60,000 kms

4th Renewal Up to 75,000 kms

5th Renewal Up to 90,000 kms

#### h. Peril:

Any event or occurrence which results in the Customer becoming entitled to the payment of any amount under any Benefit under the terms and conditions.

#### i. Customer Own Costs:

A compulsory amount specified in the Benefit that the Customer will bear on his own account in case of each and every payment that becomes due under that Benefit. Each benefit will specify whether any Customer Own Costs are payable and if so, what amount.

#### j. Calculation of Age of the BMW Vehicle:

Age of the BMW Vehicle will be counted from the first BMW Vehicle sale date/invoice date by Authorized BMW dealer.

For the purpose of calculation of age of vehicle in all cases wherein the age of the vehicle falls between two exact whole numbers, then in such case the age will be rounded off to the nearest whole number. Please refer the table below as an example:-

Exact age of the vehicle	Age considered for the purpose of this program
1 year & 180 days	1 Year
1 year & 181 days	2 years

### 3. GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS UNDER THESE TERMS & CONDITIONS)

- a Inconsequential aspects such as noises, vibrations, and sensations that do not affect the functionality, safety or performance.
- b Good will compensation of any type whatsoever or recall by manufacturer.
- c Any act of terrorism and/or illegal activities.
- d Any damage arising due to mechanical or electrical breakdown or failure of any BMW Vehicle parts including brake or suspensions parts and/or any damage to BMW Vehicle.
- e Wear and tear of the BMW Vehicle in the normal course, general maintenance of the BMW Vehicle or any damage to the keys of the BMW Vehicle.
- f Any legal liability, consequential loss, injury/damages to occupants or third parties / property.
- g Expenses incurred on towing charges due to breakdown of BMW Vehicle in a remote area/city except as mentioned under Roadside Assistance Services section.
- h Where the loss or damage which does not occur within the Period of Benefit.
- i Where the Customer does not produce the documentary evidence and details as set out in these terms and conditions.
- j Any repairs, and replacement of parts / components including but not limited to tyre/wheel rim/allow that is not carried out at the BMW Authorised Dealerships.
- k Cost of supply of parts or replacement of parts or consumables.
- l Replacement of any part / component done without prior intimation and consent of AWP.
- m Any damage that results from hard driving due to a race, rally, reliability test, demonstration or illegal activities.
- n Any damage due to external accidental impact irrespective whether it is covered under or otherwise that is covered under an own damage claim or other claim under the Motor Insurance Policy or not.
- o Any damage that results from operating methods other than those mentioned in the owner's manual or from any use beyond the limitations specified by BMW (maximum load, passenger capacity, engine speed, and other specifications).
- p Any damage that results from modifications not approved by BMW or the Original equipment provider to BMW including without limitation for the purpose of the BMW Vehicle performance modifications, enlargements and other changes in the parts, design, shape, functionality, usage and structure.
- q Any damage that result from improper storage or transportation and also from corrosion or oxidization.
- r Any fraudulent acts / deliberate suppression of information about damages committed by the Customer that may directly or indirectly impact the liability of AWP.
- s Any damage that result from neglect of the periodic maintenance as specified by BMW.
- t Any loss or damage that can or will be included under any type of warranty or under any manufacturer's warranty or guarantee or recall campaign where payment under these terms and conditions may result in profit making.
- u Any aggravation to loss or damage due to poor workmanship at the time of repair, test trail, storage, towing and/or in the custody of BWW Authorized Workshop.
- v Expenses related to personal injury or property damage.
- w Any damage arising as a result of poor workmanship during repair or at the time of manufacturing/assembly or disassembly and/or unauthorised repairs.
- x Any liability (financial or otherwise) arising out of delay in carrying out the repairs at authorized workshop / unavailability of required spare parts.

## 4. SCOPE OF SERVICES UNDER THESE TERMS & CONDITIONS:

The below mentioned Benefits will be provided to the Customer in the following event of damage or occurrence of the defined Peril to the BMW Vehicle as per the terms & conditions mentioned here in below.

1

The benefits under these terms and conditions are only available to the customers of BMW Vehicles who have got the delivery of their BMW Vehicles from Authorised BMW Dealers and have agreed to pay the amount towards the BMW Secure Product.

2

The service benefits under these terms and conditions shall be available only to the extent of the amounts specified herein below respective sections or approved by AWP Authorised Assessor. Any costs or expenses incurred or proposed to be incurred by the Customer for services from AWP in advance of these limits shall be borne solely and entirely by the Customer.



### SECTION - I | (A) TYRE REPLACEMENT

If any tyre(s) of the BMW Vehicle gets damaged due to bulge, puncture, burst, cut, or damage due to continuous running in deflated condition, the Customer shall not be liable to pay the service and labour charges towards replacement of tyre(s), including the air valve of same make, model and specifications as per the limits laid down in the table below:



The below table is applicable for all vehicles where the date of sale of BMW Secure Advance program is on or before 31/Dec/21.

Unused Tread Depth (UTD)	Reimbursement % age of cost of New Tyre	Customer contribution towards cost of new Tyre	Inspection Conditions
UTD > = 7mm	100%	INR 2000 per Tyre	1. Tyre pressure as specified by manufacturer. 2. Depth will be measured at the center of the tread. 3. Mean of minimum three readings will be taken.
7mm > UTD > = 5mm	75%	INR 2000 per Tyre + remaining Amount after AWP has (in writing) agreed to bear its share of cost	
5mm > UTD > = 3mm	50%	INR 2000 per Tyre + remaining Amount after AWP has (in writing) agreed to bear its share of cost	
3mm > UTD	0%	100 % cost is to be borne by customer	

The below table is applicable for all vehicles where the date of sale of BMW Secure Advance program is on or after 01/Jan/22.

Unused Tread Depth (UTD)	Reimbursement % age of cost of New Tyre	Customer contribution towards cost of new Tyre
UTD > = 6.5mm	100%	INR 2000 per Tyre
6.5mm > UTD > = 5mm	75%	INR 2000 per Tyre + remaining Amount after AWP has (in writing) agreed to bear its share of cost
5mm > UTD > = 3mm	50%	INR 2000 per Tyre + remaining Amount after AWP has (in writing) agreed to bear its share of cost
3mm > UTD	0%	100 % cost is to be borne by customer

The settlement for tyre replacement shall be based on the residual tread depth of damaged tyre(s) at the time of assessment by the Service Provider as per table above.

## THE ENTITLEMENT FOR THIS BENEFIT SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:

- a. No cash amount will be paid.
- b. New tyre(s) allowed for replacement shall be of the same make, model and specification as the original tyre(s) for which the entitlement is made unless the same make and model is not currently available and approved by authorised assessor. If the same make model is not available or the customer wishes to go for an alternative or a higher quality/ brand of tyre, then the limit of liability of the company will be limited to cost of same make, model and specification as the original tyre(s) and the additional amount (if any) will need to be borne by the customer.
- c. Replacement benefit will be restricted to maximum of four tyres in the Period of Benefit for the BMW Vehicle, irrespective of the type of damage or number of incidents of damage to tyre.
- d. The customer must ensure that the Batch Number/Lot Number of tyre must have been provided by the BMW Authorised dealer at the time of issuance of the certificate and must be captured in the schedule.
- e. The benefit is payable only if the Batch Number/Lot Number of the damaged tyre (s) is same as in the schedule.
- f. Updated tyre number to be communicated to AWP by the customer provided it is replaced at BMW Authorised workshop.



## SECTION – I | (B) WHEEL ALIGNMENT

If the customer is eligible for payment of benefit under Section I (a), subject to the customer having opted for this benefit, the customer will in addition to payment under Section I (b) will be eligible for an additional benefit of INR 2500/- for wheel alignment of the tyre replaced as per Section I (a).

### EXCLUSION SPECIFIC TO SECTION - I (i.e. TYRE REPLACEMENT):

AWP or Authorised BMW Dealers are not liable to provide any entitlement to the Customer in any of the following events:

- The tyre has been used for its full specified life as per the tyre manufacturer's guidelines, or/and if the tread depth is less than 3 mm.
- The tyre has minor damages, cuts or scratches which do not affect the functioning of tyre.
- Any damages resulting from neglect of periodic maintenance as specified by the tyre manufacturer, including but not limited to tyre(s) rotation or wheel balancing/alignment.
- Tyre(s) worn out due to natural wear and tear.
- Theft of the BMW Vehicle tyre(s) along with or without rim(s).
- Any loss or damage that is covered under any insurance/warranty or extended warranty provided by the tyre manufacturer.
- Routine maintenance including, minor adjustment, tyre(s) rotation.
- Wheel balancing/alignment of the tyre due to normal wear and tear.
- Damage arising due to fitment of accessories/modifications to wheels including without limitations to mechanical accessories such as wheel covers, etc.



## SECTION – II | DAMAGE OR DEFORMATION OF ALLOY WHEEL RIMS(S)

In event of alloy wheel rim(s) of the BMW Vehicle having been damaged or deformed, rendering it (them) functionally unusable and/or unsafe, the Customer shall not be liable to bear the actual cost and service/labour charges of balancing/replacing the alloy wheel rim(s) with alloy wheel rim(s) of same make, model and specification.

The benefit under this section is payable only if the damage to the alloy has happened in the same event as tyre and intimated along with tyre and benefit under Section I is payable.

It is to be noted that irrespective of the type of damage, AWP shall not replace more than four alloy wheel rims within the Period of Benefit with regards to the BMW Vehicle. In the event of replacement of alloy wheel rims(s) due to any reason whatsoever, the Customer/Authorised BMW Dealer shall inform AWP in writing of such replacement. If the customer is ineligible for payment of benefit under section 1, he would automatically become ineligible for benefits under this section.

If the alloy wheel rim(s) sought is different from the alloy wheel rim(s) supplied in the original equipment along with the BMW Vehicle in the event of replacement of alloy wheel rim(s) due to any reason whatsoever, the Customer/Authorised BMW dealer shall inform AWP in writing of such replacement. Final Decision to pay the benefit in full or partial in such case shall rest solely with AWP.

## SETTLEMENT ENTITLEMENT FOR ALLOY REPLACEMENT (REFER TABLE BELOW):

\*Age to be calculated from Invoice date / Sale date of the BMW Vehicle.

<b>“Age*”</b>	<b>Reimbursement % age of cost of New Alloy Wheel Rim</b>	<b>Customer contribution towards cost of New Alloy Wheel Rim</b>
Greater than 1 year but less than or equal to 2 years	80%	INR 2000 per Alloy Wheel Rim + remaining Amount after AWP has (in writing) agreed to bear its share of cost
Greater than 2 years but less than or equal to 3 years	70%	INR 2000 per Alloy Wheel Rim + remaining Amount after AWP has (in writing) agreed to bear its share of cost
Greater than 3 years but less than or equal to 4 years	60%	INR 2000 per Alloy Wheel Rim + remaining Amount after AWP has (in writing) agreed to bear its share of cost
Greater than 4 years but less than or equal to 5 years	50%	INR 2000 per Alloy Wheel Rim + remaining Amount after AWP has (in writing) agreed to bear its share of cost
Greater than 5 years but less than or equal to 6 years	40%	INR 2000 per Alloy Wheel Rim + remaining Amount after AWP has (in writing) agreed to bear its share of cost

### EXCLUSION SPECIFIC TO SECTION – II

The Service Provider or Authorized BMW Dealers are not liable to provide any entitlements to the Customer in the event of any of the following:

- Alloy wheel rim(s) with minor dents, scratches/abrasions or damages not affecting the safety and/or functioning in the form of vibration/noise/tyrewear and tear.
- Any depreciation amount of replaced parts and/or consumables cost.
- If the alloy wheel rim(s) sought is different from the alloy wheel rim(s) in the original equipment along with the BMW Vehicle as per the information provided, and recorded in the terms and conditions schedule.
- Any theft of the BMW Vehicle or the wheel rim(s).





## SECTION – II | KEY LOST ASSISTANCE

In event of Customer losing the key of the BMW Vehicle, AWP will make arrangements for pick-up and delivery of the spare key to the spot where the BMW Vehicle is located, provided that the spare key of the Customer is available within 100 kms from the center point of the city where such incident has occurred, otherwise BMW Vehicle shall be towed to nearest Authorised BMW Dealership.

AWP will also make arrangements for free travel of the occupants of the BMW Vehicle to a destination (within India) from spot of immobilization through a taxi to a maximum of 300 kms provided the BMW Vehicle has been towed away to the nearest Authorised BMW Dealer workshop by AWP or its authorized representative.

In the event of irrecoverable loss of the key of the BMW Vehicle, the Customer will not be liable to pay for the cost of replacement of key up to a maximum limit of INR 35,000 (all inclusive) provided that the incident should be reported to AWP within 3 days (excluding National Holidays & Sundays) of key loss from the date & time as mentioned in the FIR/DDR/Acknowledgement by police authorities of written complaint submitted by the customer. It shall be noted that irrespective of the type of loss, replacement of the key will be restricted to only one occasion within the Period of Benefit.



## EXCLUSIONS SPECIFIC TO SECTION – III

AWP is not liable to provide any entitlements to the Customer in the event of any of the following:

- |   |   |
|---|---|
| <p>a. If an F.I.R./written complaint is not lodged with local police and/or a copy of F.I.R./copy of daily diary report (DDR)/acknowledgement by police authorities of written complaint submitted by the customer is not provided at the time of seeking for this entitlement.</p> | <p>diary report (DDR)/acknowledgement by police authorities of written complaint submitted by the customer.</p> |
| <p>b. No keys shall be deemed to be irrecoverably lost until 3 days after the loss date mentioned in the F.I.R. /copy of daily</p>  | <p>c. Consequential loss, loss to income/profits due to loss of the covered key.</p>                            |
|   | <p>d. Wear and tear, general maintenance or any damage to keys.</p>   |
|   | <p>e. All relevant exclusions from the exclusion section of Roadside Assistance Services.</p>                   |



## SECTION – IV | ROADSIDE ASSISTANCE SERVICES

In the event of BMW Vehicle being immobilized, AWP will provide the following Roadside Assistance benefits to the BMW Customers:



**Availability:** Anywhere in India except Indian islands and parts of J&K state.



**24X7X365 Toll Free support (1800 103 2211):** AWP shall provide Roadside Assistance services round the clock including public holidays.



**Towing Services:** AWP will make arrangements for safe towing of the BMW Vehicle from the spot of immobilization to the nearest Authorized BMW Dealer workshop.



**Roadside Repair:** In event of immobilization of the BMW Vehicle due to a flat battery, minor electrical or mechanical breakdown, arrangements will be made to make the BMW Vehicle mobile again. In case rectification of the fault is not possible on the spot, AWP will tow the BMW Vehicle from the spot of immobilization to the nearest Authorized BMW Dealer workshop.



**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 upto 10 litres of petrol or diesel on non-chargeable basis and/or towing of the BMW Vehicle to the nearest BMW dealership.



**Taxi Benefits:** Following a towing event, arrangements will be made for free travel of the BMW Vehicle occupants, for maximum up to the legal carrying capacity of the BMW Vehicle to a destination (within India) from the spot of immobilization through a taxi to a maximum of 300 kms and the BMW Vehicle shall be towed away to the nearest BMW dealer workshop. Taxi benefit is restricted to a maximum of 2 incidents annually during the Period of Benefit. Any cover beyond 300 KM can be covered on payment by the customer directly to the taxi provider.



**Accommodation Benefits:** Following a towing event where the time to repair the BMW Vehicle will exceed 12 hours from the time of reporting the incident or overnight whichever is lesser, occupants of the BMW Vehicle will be provided with a hotel accommodation for 3 nights / 4 days provided the incidence has occurred beyond 100 kms of the center of residence city of the customer. The accommodation benefits would be offered subject to a per night limit of up to Rs. 10,000 or actual whichever is less for all legal occupants of the BMW Vehicle. This benefit can be availed up to 2 times a year.



**Towing Assistance where the BMW Vehicle is off road:** AWP will also provide assistance in case the BMW Vehicle is off-road or has fallen into ditch/valley. While AWP will endeavor to extract the BMW Vehicle with minimal or no damages, customer understands that such BMW Vehicle might sustain certain damages while extracting the BMW Vehicle. Customer agrees that such damages shall be his 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.



**Repatriation of Repaired BMW Vehicle:** In case of BMW Vehicle repair being carried out at Authorized BMW workshop/Dealership, AWP shall bear the cost of repatriation of the BMW Vehicle from repairing dealership to customer's residence subject to such distance being limited to 100 KM. The cost would include transportation expense of BMW Vehicle or reimbursement of dealership charges to send the BMW Vehicle to the customer. This benefit can be availed only once in a year.

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

## SPECIAL CASES:



### Inter border BMW Vehicle transfer:

In cases of assistance/towing of the BMW Vehicle where the breakdown location is in one Indian state while the BMW Vehicle has to be towed to a dealership which is located in another Indian state, then:-

- i. All relevant documents for interstate movement of the BMW Vehicle by a tow truck have to be coordinated and arranged by the customer and provided to AWP before the handover of the BMW Vehicle.
- 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 dealership where BMW Vehicle is being towed.
- iv. In case authorities at the border hold the BMW Vehicle despite presence of all relevant documents, the responsibility of getting the BMW Vehicle released will be of the customer. In case there is a damage to the BMW Vehicle while 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 Vehicle being held by state authorities.
- v. In case the BMW Vehicle is detained at the border for greater than 2 hours and AWP's fleet is

also not released by the authorities, subsequent waiting charges @ Rs. 2000 per hour shall be payable by customer.



### Accidental cases:

In cases where the police authorities have registered an FIR or are in a process of registering an FIR or are investigating a case or have taken possession of the BMW Vehicle, Assistance services can be activated only after Police authorities/courts have given a clearance to the BMW Vehicle/ have released the possession of BMW Vehicle. In such cases it is the duty of the customer to obtain such clearances. AWP can take handover of the BMW Vehicle only after clearances have been obtained and the customer / customer's representative is available to provide appropriate handover of the BMW Vehicle to the towing representative from the police authorities.



### Handover of BMW Vehicle:

In case the BMW Vehicle is being towed, customer has to ensure appropriate handover of the BMW Vehicle to the AWP representative himself / herself or through an appointed representative.

## EXCLUSION TO SECTION – IV

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

- a. Where the BMW Vehicle can be safely transferred on its own power to the nearest BMW dealer/workshop.
- b. Any accident, loss, damage and/or liability caused, sustained or incurred whilst the BMW Vehicle is being used otherwise than in accordance with the limitations as to use.
- c. 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.

- d. 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.
- e. Any loss or damage caused due to riots, strikes and Act of God perils like flood, earthquake, etc.
- f. Any consequential loss arising out of any breakdown or accident.
- g. Cost of any repairs or replacement of any parts / components / consumables at any of BMW Authorised Dealers / third party workshop.
- h. Loss of valuables and personal belongings kept in the BMW Vehicle.
- i. Any loss or damage caused due to pre-existing damages.
- j. Any loss of damage arising out of intervention of government authorised agencies, police authorities or law enforcing agencies.
- k. Any loss resulting from the Customer's deliberate or intentional and/or unlawful or criminal act.
- l. Additional cost incurred in towing the BMW Vehicle to a dealer/workshop as specified by the Customer instead of to the available nearest authorised BMW Dealer workshop.
- m. Services organized without AWP's prior consent for the any assistance services.
- n. Where it is established that Customer has abused the benefits under Roadside Assistance benefits.
- o. If the Customer or the Customer's representative is already at BMW dealer workshop for delivery of the BMW Vehicle or at the place of recovery in case of theft.
- p. Any legal liability, consequential loss of any nature, injury/damages to occupants or third parties due to accident, mechanical/electrical break down or while availing any Roadside Assistance benefit.
- q. Following list of faults are not eligible for assistance under the RSA program:
- Faulty fuel gauge
  - Speedometer / Airconditioning/ The front and/or rear demisters not working
  - When the passenger door(s) cannot be opened and there are no passengers in the BMW Vehicle.
  - Boot cannot be opened / Damaged door mirrors
  - Horn is not functioning. If the horn is sounding continuously, the Assistance Services will be provided.
  - When the rear view mirror is damaged but it does not obstruct the driver's vision
  - Damaged or faulty fuel cap but the BMW Vehicle has not run out of fuel and there is enough fuel in the tank to enable the BMW Vehicle to reach the nearest BMW authorised dealer.
  - When the sunroof / windows cannot be opened
  - When the sunroof / windows cannot be closed but weather conditions are fair and the BMW Vehicle is not exposed to any security risk
  - Seat adjustor is faulty but the BMW Vehicle can be safely driven
  - When passenger seat belts are faulty but there are no passengers in the BMW Vehicle
  - Faulty security system unless the BMW Vehicle is immobilised or unless the alarm is sounding continuously
  - Transmission stuck in sports/winter mode
  - When the ABS / Airbag warning / traction Control / other non safety related / service warning lights are illuminated
  - When the BMW Vehicle runs out of windscreen wiper fluid
  - Front / Rear windscreen wipers faulty but weather conditions are fair



## SECTION – V | GOLFER'S HOLE IN ONE

Under the program AWP will pay the owner of BMW Vehicle a flat sum of INR 40000/- (all inclusive) who has scored "Hole in One" during the Organized Game of Golf", on the Event Date on the Course and on the Designated Hole as described by the Golf Course for the particular event organised anywhere in the world.

AWP will pay to the qualifying customer on each successful completion of "Hole in One" **subject to a maximum of 2 events** in one year counted from date of issue of the terms and conditions.

### DEFINITIONS:

The following words or terms shall have the meaning ascribed to them wherever they appear in this program:

- a. "Amateur Golfer" means a golfer who plays the game as a non-remunerative and non-profit making sport and who does not receive remuneration for teaching golf or for other activities because of golf skill or reputation.
- b. "Course" means the golf course hosting the Tournament/Organized Game of Golf at which a Hole in One contest is held.
- c. "Designated "Hole in One" Hole means the golf hole(s) designated as the target hole(s) in the "Hole in One Application".
- d. "Hole in One" means a score posted by an eligible Amateur Golfer using a regulation golf ball and a regulation golf club resulting from a shot in which the ball traveled from the teeing area into the designated hole in "One stroke" with no interference or assistance from any source of any kind.
- e. "Hole in One Application" means the application and any supporting materials submitted by BMW Customer for claiming the benefit.
- f. "Organised Game of Golf" means a game of Golf organised for Amateur Golfers by a Golf Club or Golf Society.
- g. "Recognised Golf Course" means a facility where the game of golf is played or practiced provided by a private members club or public or municipal facility.
- h. For this section only definition of "BMW Customer" would include the owner of BMW vehicle or his immediate relatives i:e Spouse and Children (including legally adopted children) and parents only.

### THE PRIZE MONEY WILL BE AWARDED SUBJECT TO FOLLOWING TERMS & CONDITIONS:

- 1) The Customer is playing as an Amateur Golfer and is not a professional player.
- 2) The Customer scores a Hole in One.
- 3) The distance of the Designated Hole in One Hole from the teeing area from which the shot is initiated to the flagstick shall be not less than 150 yards for the male golfers and 125 yards for the female golfers.
- 4) This prize money is valid only when the Customer is playing in a golf course as defined under Definitions (clause g) of this section.
- 5) The customer needs to submit the following documents to claim the prize money:-
  - a) Copy of Registration certificate of the BMW Vehicle
  - b) Copy of certificate of the terms and conditions
  - c) Scanned copy of "Hole In One" Certificate issued by the Golf Course where "Hole In One" is scored.



## SECTION – VI | DAILY CAR ALLOWANCE

Under this program benefit, the customer will be eligible for a reimbursement of a maximum of INR 2000/- per day towards arrangement of an alternate vehicle for a maximum of 2 days in case of accident of the BMW Vehicle.

### THE AMOUNT WILL BE REIMBURSED SUBJECT TO THE FOLLOWING TERMS & CONDITIONS:

The benefit will be payable where the BMW Vehicle is towed to Authorized BMW dealer due to Accident :

1. The car must has been towed by AWP / or Authorised representative of AWP.
2. The BMW Vehicle requires minimum of 2 days for repair and remains in the custody of BMW authorized garage where it was brought for repairs in case of accident.
3. Days will be counted from the date & time the BMW Vehicle is brought at the dealership
4. Payment to be made on furnishing of original bill for hire of alternate vehicle/declaration of hire of an alternate vehicle.
5. Where the loss or damage which occurs within the Period of Benefit.

## CUSTOMER'S OBLIGATIONS (APPLICABLE TO ALL SECTIONS)

The Customer shall be entitled to a benefit as per the terms and conditions, subject to the fulfillment of the following conditions:

- a. The Customers should avoid driving the BMW Vehicle through any water-logged area.
- b. The Customer should not try to crank or push start the engine once the BMW Vehicle had stopped in the water-logged area.
- c. The Customer should intimate AWP on the BMW Roadside Assistance helpline immediately for on the spot assistance.
- d. AWP will be liable to pay, it has agreed to assume the liability under after due inspection of the BMW Vehicle to its satisfaction and have admitted in writing to make payment on behalf of the customer directly to the authorized dealership. No cash benefit is payable directly to the customer.
- e. The Customer shall notify the Service Provider of any loss within 3 days from occurrence of the event to which the entitlement relates (except for RSA).
- f. The Customer will produce the original copy of valid terms and conditions certificate at the time of seeking the entitlement.

- g. The Customer shall present the damaged BMW Vehicle to Authorised BMW Dealer acting on behalf of AWP for physical inspection along with adequate proof, in order for the Customer and the BMW Vehicle to be eligible for such entitlement of Benefit under the terms and conditions, including without limitation the terms and conditions Certificate, documentary evidence of ownership of the BMW Vehicle satisfying the requirements of AWP or any other information or documentation that may reasonably be required by AWP in connection with determining the eligibility for the benefit entitlement.
- h. In case of ownership transfer of the BMW Vehicle, the Customer shall put a request for transfer of ownership under the terms and conditions. Ownership under the terms and conditions shall be deemed to have been transferred once ownership transfer is successfully carried out by the Service Provider.

The Customer shall also submit the following details in respect of each valid claim for entitlement of benefit under the terms and conditions to the Service Provider or Authorised BMW Dealer:



- a. Application Form in the specified format.
- b. Details of the Customer and Certificate Number.
- c. Any other reasonable document and/or information that may be required for settlement of the entitlement.
- d. Satisfaction voucher towards full and final repair and settlement of entitlement.

## 5. OTHER TERMS

### 5.1. 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.

### 5.2. CANCELLATION/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 payable under these terms and conditions, in the event, the Customer materially breaches any of his obligations stated under these terms & conditions including but not limited to misrepresentation of facts, fraud or intent of fraud Against AWP or non disclosure of facts with regard to the health of the car which in the reasonable opinion of AWP could have materially changed AWP's view on extending/ renewing the terms and conditions on the BMW Vehicle 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.
- c. In case the customer wishes to cancel the terms and conditions, he may do so by giving a 15 days prior written notice to AWP mentioning the reason for cancellation.

The customer will be entitled to refund of total cost paid (excluding taxes) as per these terms and conditions subject to the both the following conditions being met:-

- i. Customer must not have availed any benefits
- ii. Refund will be calculated depending upon the time of cancellation (calculated from the start date), as per the following table:-

Time of cancellation	% age of refund of total amount
Upto 30 days	85%
Upto 3 months	65%
Beyond 3 months but less than one year	0%

### 5.3. ENTIRE CONTRACT

These terms and conditions constitute the complete contract between AWP and the BMW Customer in relation to the subject matter of this agreement. No change or alteration in the terms and conditions shall be valid or effective unless approved in writing by AWP, which approval shall be evidenced by an endorsement on the BMW Secure Certificate. BMW Secure is created and administered by AWP Services (India) Private Limited. The servicing of these liabilities and any liability thereof including disputes or any deficiency rests with AWP.

### 5.4. 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.

### 5.5. GOVERNING LAW

The construction, interpretation and meaning of the provisions of these terms and conditions 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.



## 6 DOCUMENTATION FOR AVAILING BENEFITS:

Sr. No.	Requirements	Tyre Replacement	Alloy Wheel Rims	Key Lost	RSA	Golfer's hole in One	Daily Car Allowance
1	Intimation call /email to AWP	✓	✓	✓	✓	✓	✓
2	Claim Form	✓	✓	✓		✓	
3	Product Certificate	✓	✓	✓		✓	✓
4	Copy of BMW Vehicle Registration Certificate	✓	✓	✓		✓	✓
5	Driving License Copy of the BMW Vehicle owner	✓	✓				✓
6	FIR / DDR			✓			
7	Copy of "Hole in One" Certificate issued by Club					✓	
8	Proof of relationship (family member)					✓	
9	Dealer Estimate of repair / replacement	✓	✓	✓			
10	In house survey report	✓	✓	✓			
11	Final Invoice	✓	✓	✓		✓	✓

### 7.1 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

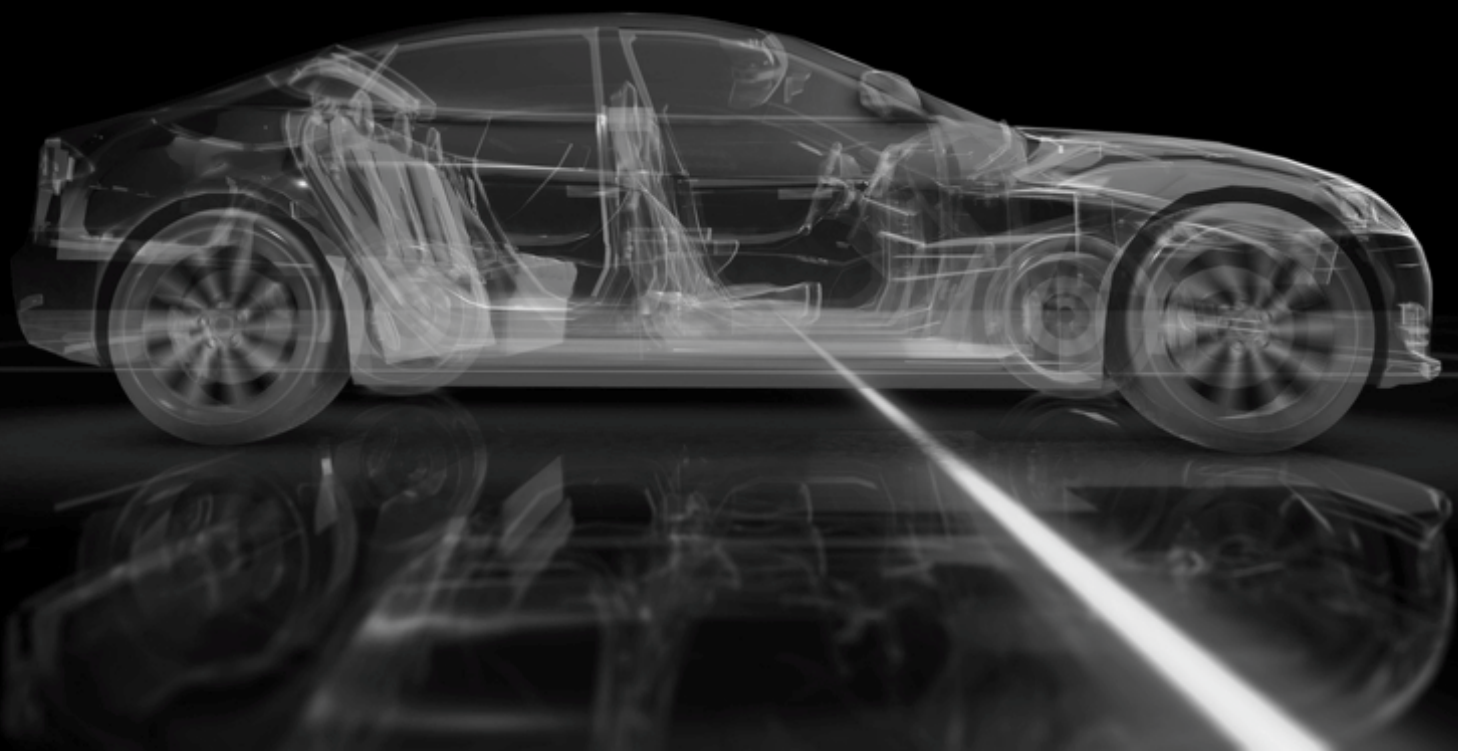
#### **AWP Services (India) Private Limited**

1st 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.

### 7.2 JURISDICTION

The court at New Delhi shall have exclusive jurisdiction over any disputes or differences arising under or in relation to these terms and conditions..



# BMW Leasing India



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Sheer  
Driving Pleasure