

BMW India



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JOY GIVES PEACE OF MIND.

BMW SECURE ADVANCED. AS UNIQUE AS YOUR BMW.



PEACE OF MIND BEGINS NOW.

Groundbreaking innovation, advanced technologies and first-class quality in craftsmanship and materials; every BMW guarantees highest levels of sheer driving pleasure. With BMW Secure Advanced – a powerful package of additional services and benefits beyond the purview of warranty or motor insurance policy – even the unforeseen and unpredictable can no longer affect your BMW experience. With BMW Secure Advanced your new BMW is equipped with total peace of mind for one year from the date of purchase.



BMW SECURE ADVANCED.* AS UNIQUE AS YOUR BMW.

BMW customers in India can now benefit from world-class products and services tailored to meet the highest standards set by BMW. BMW Secure Advanced is a unique value added service provided exclusively to BMW owners.

* Terms and Conditions apply.

Benefits at a glance.

BMW Secure Advanced provides the following benefits from the time you take delivery of your brand new BMW.

- 1. Tyres:** Replacement of up to 4 tyres within a benefit period. Benefit period will be 1 year from the date of retail sale of the vehicle.
- 2. Alloy Wheel Rims:** Replacement of up to 4 alloys within a benefit period. Benefit period will be 1 year from the date of retail sale of the vehicle.
- 3. Hydrostatic Lock:** Coverage of repair costs caused by a hydrostatic lock within the benefit period. Benefit period will be 1 year from the date of retail sale of the vehicle.
- 4. Roadside Assistance:** Coverage for a period of 2 years from the date of retail sale of the vehicle.

Roadside Assistance / Accident Hotline: **1 800 103 2211**

Tyre, Rims and Hydrostatic Lock Claims: **1 800 102 5858**

For further details, please refer to the Terms and Conditions mentioned herein or contact your Authorized BMW Dealer.



JOY IS ALWAYS PREPARED FOR THE UNEXPECTED.

Your BMW comes with the most comprehensive Roadside Assistance program to ensure uninterrupted driving pleasure for years. This service is complimentary for two years, so you are assured that assistance is available 24 hours a day, 365 days a year.

BMW ROADSIDE ASSISTANCE FOR YOUR NEW BMW.



BMW ROADSIDE ASSISTANCE SERVICES AT A GLANCE.*



1 800 103 2211
Dedicated Toll Free Number



24 hours, 7 days a week, 365 days



Coverage across India



Taxi Benefits
Free travel arrangements to occupants in case of vehicle immobilization as a result of a breakdown.



Towing Service
Free towing service to nearest Authorized BMW Dealer Workshop.



Non-Mechanical Assistance
Alternative arrangements will be made in case of flat battery or flat tyre.



Fuel
In the event that you run out of fuel, we will supply fuel to get you to the nearest Authorized BMW Dealer.



Spare Key
Arrangement of pickup and delivery of spare key to the spot where your BMW is located.



Medical Coordination
Medical advice is available 24 hours a day to drivers and/or passengers.



Hotel Accommodation
Accommodation benefits to occupants in case of vehicle immobilization as a result of a breakdown.

At the end of the benefit period, please contact your Authorized BMW Dealer for renewals.

* For details on Roadside Assistance Program, please refer to the Terms and Conditions mentioned herein or contact your Authorized BMW Dealer.



TERMS AND CONDITIONS.

1. Introduction:

BMW Secure Advanced, a value add service offered by BMW India Pvt. Ltd. ("BMW") exclusively for its customers in order to provide additional benefits to enhance overall ownership experience of a BMW Vehicle. Thus, all BMW vehicles sold through BMW dealerships in India are now equipped with BMW Secure Advanced providing benefits like Tyre replacement, RIM damage, Hydrostatic Lock, Loss of Key and Road Side Assistance, subject to the terms and conditions provided hereafter. All benefits under the scope of this product other than Road Side Assistance are subject to inspection and approval at a BMW authorized Dealer by BMW authorized assessor. The Customer hereby confirms that he has fully understood the terms, conditions and benefits, and accepts the same.

2. Definitions:

1. Motor Insurance Policy: Private Car Package Policy issued and provided by the Insurance Provider.
2. Insurance Provider: Insurance Company licensed by IRDA to conduct general insurance business in India.
3. BMW Authorized Assessor: Loss assessor appointed by BMW preferred Insurance Provider.
4. BMW Vehicle: A new BMW Vehicle of the Customer purchase from BMW Dealer in India and insured by the Insurance Provider under the Motor Insurance Policy.
5. Period of Benefit: One year from the date of purchase of new BMW Vehicle. Benefit at Section - V only will be applicable for Two years from the date of purchase of new BMW vehicle.
6. Customer: The person who has purchased new BMW Vehicle.
7. Hydrostatic Lock (or water hammer or hydraulic lock): A phenomenon that occurs when liquid(s) enter an engine cylinder. Since these liquids are incompressible, their presence inside the cylinder during the compression stroke generates destructively high cylinder pressures. Such a condition may stall the engine, damage engine components like connecting rods, cylinder blocks, etc.
8. Covered City / Cities: Please refer to the list of covered cities which is enclosed herewith.

3. Scope of services under BMW Secure Advanced:

Subject to fulfillment of the obligations set forth in Para 5 by the Customer, BMW undertakes to provide benefits to the Customer in the event of accidental damage or breakdown of BMW Vehicle beyond the purview of the Warranty or Motor Insurance Policy subject to terms and conditions mentioned below:

General Scope and Services

1. BMW Secure Advanced is available only to the customers of new BMW vehicle sold through BMW dealers.
2. Validity of BMW Secure Advanced will be for a maximum period of one (1) year, other than the benefits mentioned under Section - V which is applicable for a period of 2 years from the date of purchase of new BMW vehicle as shown in the BMW Secure Advanced Certificate.

Section - I

In the event of one or more tyres of the BMW Vehicle getting damaged due to bulge, puncture, burst, cut, or damage to tyre(s) arising out of continuous running in deflated condition, the Customer will not be liable to pay towards the cost of renewing tyre(s) including the air valve with tyres(s) of same make, model and specification as per the limits given in table under clause 5.(a), calculated in proportionate to the residual tread depth of the damaged tyre(s) at the time of entitlement.

Exclusion specific to Section - I

BMW or its dealers are not liable to provide any entitlements to Customer in case of the following:

1. Tyre which has been used for its full specified life as per manufacturer's guidelines or where the tread depth is less than 3 mm.
2. Tyre with minor damages, cuts or scratches not affecting the functioning.
3. Any damages those results from neglect of the periodic maintenance as specified by the manufacturer such as tyre(s) rotation, wheel balancing / alignment etc.
4. Any damage arising as a result of poor workmanship while repair or at the time of manufacturing / assembly or un-authorized repair.
5. Any damage that results from hard driving due to a race, rally or illegal activities.
6. 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).
7. Any damage that results from modifications not approved by BMW or tyre manufacturer including without limitation for the purpose of vehicle performance modifications, enlargements and other changes in the parts, design, shape, functionality, usage and structure.
8. Inconsequential aspects such as noises, vibrations, and sensations that do not affect product function or performance.
9. Any damage that result from improper storage or transportation.
10. Tyre(s) worn out due to natural wear and tear.
11. Fraudulent act committed by the Customer or owner of the BMW Vehicle or by the authorized BMW dealer workshop.
12. Any additional damage to suspension parts e.g. control arms, wheel alignment etc.
13. Where the batch number of tyre(s) asked for entitlement is different than the tyre(s) batch number registered in the BMW Secure Advanced Certificate. In the event of replacement of tyres due to normal wear and tear, it will be customer/BMW authorized dealer's obligation to inform BMW about such change.

14. Theft of the BMW vehicle tyre(s) or tyre(s) along with rim(s).
15. Good will compensation of any type whatsoever.
16. Act of terrorism, illegal activities.
17. Damage arising due to mechanical & electrical breakdown / failure of vehicle parts including brake or suspension parts.
18. Routine maintenance including, minor adjustment, wheel balancing/alignment, tyre(s) rotation.
19. Any legal liability, consequential loss, injury/damages to occupants or third parties.
20. Damage arising due to fitment of accessories/modifications to wheels including without limitations to mechanical accessories such as wheel covers etc.
21. Expenses incurred on towing charges due to breakdown of product in a remote area / city, except as mentioned under Section - V.
22. Expenses related to personal injury or property damage. Damage to rim or any other part or accessories as a result of running flat, puncture, bulging or cut to the tyre(s). Damage to tyre(s) due to external accidental impact covered under own damage claim in the Motor Insurance Policy.

Section - II

In the event of alloy wheel rim(s) of the BMW vehicle having been damaged or deformed, rendering it(them) functionally not usable, BMW shall bear the actual cost of replacing the alloy wheel rim(s) with alloy wheel rim(s) of same make, model and specification. It is to be noted that irrespective of the type of damage, replacement coverage will be restricted to maximum of four alloy wheel rims within the Period of Benefit with regards to the BMW vehicle.

Exclusion specific to Section - II

BMW or its dealers are not liable to provide any entitlements to Customer in case of the following:

1. Damage due to external accidental impact covered under own damage claim in the Motor Insurance Policy.
2. Alloy wheel rim(s) with minor dents, scratches/abrasions or damages not affecting the functioning in the form of vibration/ noise /tyre wear and tear.
3. Any damage arising as a result of poor workmanship while repair or at the time of assembly or disassembly.
4. Any damage that results from any use beyond the limitations specified by BMW (maximum load, passenger capacity, engine speed and other specifications) or from operating methods/procedures other than those mentioned in the owner's manual.
5. Any damage that results from modifications not approved by BMW, including without limitation for the purpose of vehicle performance modifications, enlargements, enhancements and other changes in the parts, design, usage and structure, shape, functionality.
6. Any damage that result from neglect of the periodic maintenance as specified by BMW.
7. Depreciation amount of replaced parts and consumables cost is not be covered.
8. Any damage that result from improper storage or transportation and also from corrosion or oxidization.
9. Any damage arising due to mechanical or electrical breakdown / failure of vehicle parts including brake or suspension parts.

10. Any damage arising due to fitment of accessories including without limitations to mechanical accessories such as wheel covers etc.
11. Inconsequential aspects such as noises, vibrations and sensations that do not affect product function or performance.
12. Where the alloy wheel rim(s) asked for entitlement is different than the alloy wheel rim(s) supplied as original equipment along with BMW Vehicle. In case of replacement of alloy wheel rim(s) due to any reason whatsoever, it will be Customer's / BMW authorized dealer's obligation to inform the BMW about such change.
13. Where the alloy wheel rim(s) asked for entitlement is different from alloy wheel rim(s) covered as per the information provided at the time of entering in the records. In case of replacement of alloy wheel rim(s) due to any reason whatsoever, it will be Customer's / BMW authorized dealer's obligation to inform the BMW about such change.
14. Any Additional damage to suspension parts e.g. control arms, wheel alignment etc.
15. Any damage that results from hard driving due to a race, rally or illegal activities.
16. Goodwill compensation of any type whatsoever.
17. Worn out due to aging and / or natural wear and tear, and manufacturing defects.
18. Theft of the BMW Vehicle or the wheel rim(s).
19. Act of terrorism or illegal activities.
20. Any legal liability, consequential loss, damage to occupants or third parties.
21. Expenses incurred on towing charges due to breakdown of product in a remote area / city, as mentioned under Section - V.
22. Expenses related to personal injury or property damage.

Section - III

In the event of damage to the internal parts of the engine of BMW Vehicle as a result of Hydrostatic Lock during floods, the customer will not be liable to pay the cost of damaged internal parts of the engine subject to the following conditions:

Customer obligations:

1. Customer should avoid driving the BMW Vehicle through water logged area as far as possible. If it is unavoidable, the vehicle should be driven in low gear and/or high engine RPMs.
2. Customer should not try to crank or push start the engine once the BMW Vehicle had stopped in the water logged area.
3. Customer should intimate nearest BMW dealer for spot assistance and to obtain help from an expert technician.
4. Vehicle is to be repaired only at BMW dealer workshop.

Exclusions specific to Section – III

BMW or its dealers are not liable to provide any entitlements to Customer in case of the following:

1. Where a loss is covered under motor insurance policy or manufacturer's warranty or recall campaign or under any other such packages at the same time.
2. Any consequential loss apart from the damage to the internal child parts of the engine due to water ingress.
3. Cost of engine oil, consumables and depreciation amount on replaced parts.
4. Loss or damage including corrosion of engine due to delay in intimating/repair or delay in retrieval of the BMW Vehicle from the water logged area.
5. Where reasonable care has not been taken by Customer to protect the loss or damage to the BMW Vehicle.

Section - IV

In the event of irrecoverable loss of key of the BMW Vehicle, the Customer will not be liable to pay the cost of replacement of key up to a maximum limit of Rs 25,000/- provided the incident is reported to BMW dealer within 36 working hours from the time of loss. It is to be noted that irrespective of the type of damage, replacement coverage will be restricted to only one occasion within the Period of Benefit with regards to the BMW Vehicle.

Exclusions specific to Section – IV

BMW or its dealers are not liable to provide any entitlements to Customer in case of the following:

1. Replacement of keys not carried out in BMW authorized dealer workshop.
2. An entitlement is admissible only if F.I.R. is lodged with local police and a copy of F.I.R is provided at the time of asking for the entitlement.
3. No keys shall be deemed to be irrecoverably lost until 3 days after the loss date mentioned in the F.I.R



Section - V

1. In the event of the BMW Vehicle being immobilized due to a Flat battery, Flat Tyre, alternative arrangements will be made to make the BMW Vehicle mobile again. In the event of the BMW Vehicle getting immobilized as a result of major breakdown, arrangement for towing away of the BMW Vehicle from the spot of immobilization to the nearest BMW authorized dealer workshop.
2. Medical Co-ordination: In the event of the BMW Vehicle meeting with an Accident, Customer can call the Toll Free Number, to obtain details regarding the nearest medical center that can provide emergency relief services.
3. In the event of customer loses the key of the BMW vehicle, arrangements for pick up and delivery of the spare key to the spot where the BMW vehicle is located, provided the event has occurred within 100 kilometers from the center point of the covered city of customer's residence.
4. Fuel Assistance: In the event of the BMW Vehicle being immobilized due to an empty fuel tank and / or contaminated fuel, arrangement for supply of 10 litres of petrol or diesel on chargeable basis and / or towing of the BMW Vehicle to the nearest BMW Dealer workshop provided the event has occurred within 100 kilometers from the center point of the covered city and the BMW Vehicle has not reached a BMW authorized workshop.
5. Taxi Benefits: In the event of the BMW Vehicle breakdown, arrangement for free travel of the occupants of the BMW Vehicle to a single destination within a vicinity of 100 kilometers from the spot of immobilization through a taxi, provided the event has occurred within 100 kilometers from the center point of the covered city and the BMW Vehicle has to be towed away to the nearest BMW Dealer workshop. Any travel beyond 100 kilometers can be covered on payment by Customer, of additional amount as specified by the Service Provider.
6. Accommodation Benefits: In the event of the BMW Vehicle breakdown, occupants of the BMW Vehicle will be provided with a hotel accommodation for one day provided the event has occurred beyond 100 kilometers from the center point of the covered city of Customer's residence but within 100 kilometers of another covered city and the time to repair the BMW Vehicle will exceed 12 hours from the time of reporting the incident.

The accommodation benefits would be offered subject to a per day limit up to Rs. 10,000 or actual whichever is less and not exceeding total limit of Rs. 20,000 for all the occupants of the BMW Vehicle through out the Period of benefit.



Exclusions Specific to Section – V

1. Where the BMW Vehicle can be safely transferred on its own power to the nearest dealer / workshop.
2. 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.
3. 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.
4. 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.
5. Any loss or damage caused due to riots, strikes and Act of God perils like flood, earthquake etc.
6. Claims pertaining to theft losses.
7. Any consequential loss arising out of claims lodged under Section - V.
8. Where a loss is covered under Motor Insurance Policy or any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time.
9. Cost of battery and / or any associated repair cost.
10. Cost of supply of parts or replacement elements or consumables.
11. Repair cost of tyre and / or parts or replacement cost of any part of consumable at a third party workshop / repairer.
12. Loss of valuables and personal belongings kept in the BMW Vehicle.
13. Any loss or damage to the BMW Vehicle arising out of participation in a motor racing competition or trial runs.
14. Where it is proved that Customer has abused the benefits under Section - V.
15. Any loss or damage caused due to pre-existing damages.
16. Any loss or damage arising out of intervention of Government Authorized Agencies, Police Authorities or Law Enforcing Agencies.
17. Any loss or damage resulting from the use of BMW Vehicle against the recommendations of the owner's manual and / or the manufacturer's manual.
18. Any loss resulting from Customer's deliberate or intentional and/or unlawful or criminal act.
19. Benefits under 'Taxi Benefits' for occupants in excess of the seating capacity as per the registration certificate of the BMW Vehicle.
20. Additional cost incurred in towing the BMW Vehicle to a dealer / workshop as specified by Customer instead to specified nearest BMW authorized dealer workshop.
21. Services organized without BMW's prior consent for the various assistance services.
22. If Customer or Customer's personal representative is already at BMW Dealer workshop for delivery of the BMW Vehicle or at the place of recovery in case of theft.
23. Taxi Benefits are restricted to a maximum of 2 times in the benefit period.

4. Exclusions - Applicable to All Sections

BMW or its dealers are not liable to provide any entitlements to Customer in case of the following:

1. Where the vehicle has not been purchased through an authorized BMW Dealer in India.
2. Any entitlement under BMW Secure Advanced where Motor Insurance Policy is not in force at the same time due to any reason whatsoever.
3. Where the claim under Motor Insurance Policy has been repudiated, rejected or denied by the Motor Insurance Provider.
4. Depreciation amount of replaced parts and consumables cost is not to be covered.
5. Where the ownership of BMW vehicle has changed without endorsement of BMW Secure Advanced.
6. Where the loss does not fall within the Period of Benefit.
7. Where the Customer has for any other reason withdrawn the claim under the Motor Insurance Policy.
8. Where the Customer does not produce documentary evidence and details as set out in these Terms and Conditions.
9. Where Customer has deliberately suppressed information about the pre existing damages or indulged into fraudulent activities directly or indirectly impacting liability of BMW or Insurance Provider.
10. Where the vehicle has been imported to India through Export Promotion Capital Goods Scheme (EPCGS) unless or otherwise specifically authorized by BMW in writing.
11. Wherein any entitlement pertaining to BMW Secure Advanced is covered at the same time under any other type of insurance policy or warranty or Motor Insurance Policy that may have resulted into profit making.
12. Failure or damage of parts due to normal wear and tear and /or on account of poor maintenance and usage.

5. (a) Entitlement settlement – Section - I

In case of a an entitlement with relation to damaged tyre(s) of the BMW Vehicle the entitlement settlement amounts will be calculated based on the depth of remaining tyre(s) tread as per the table below:

Unused tread depth	Reimbursement %age of cost of new Tyre	Inspection Conditions
> 7 mm	100%	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
> 5~6.9mm	75%	
> 3~4.9mm	50%	
< 3 mm	0%	

1. No cash settlement will be made.
2. No reimbursement for service or labour charges will be payable for replacement of tyre(s).
3. No reimbursement toward cost of repair or replacement of rim.
4. New tyre allowed will be of the same make, model and specification as the original tyre for which the entitlement is made unless the same make and model is not currently available.
5. Reimbursement / Replacement benefit will be restricted to maximum of four tyres in the Period of Benefit with regards to the BMW Vehicle, irrespective of the type of damage.

5. (b) Entitlement settlement- Section – II, III & IV

Customer's Obligations

Any entitlement by the Customer against BMW under BMW Secure Advanced is subject to and conditional upon the Customer fulfilling the following obligations:

1. The Customer shall notify BMW of any loss under BMW Secure Advanced within 48 hours (36 hours incase of Section - IV) from occurrence of an event to which the entitlement relates.
2. Customer will produce original copy of BMW Secure Advanced Certificate at the time of entitlement.
3. The Customer shall present the damaged BMW Vehicle, its parts or Tyres to BMW or its authorized dealer acting as agent of BMW for physical inspection along with adequate proof, to make Customer and BMW Vehicle eligible for such entitlement under BMW Secure Advanced, including without limitation BMW Secure Advanced certificate, documentary evidence of ownership of the BMW Vehicle satisfying the requirements of BMW or any other document that may reasonably be required by BMW in connection with the eligibility of the entitlement.

The Customer shall also submit the following details in respect of each valid claim under BMW Secure Advanced to BMW or the authorized dealer of BMW acting as agent for BMW:

1. Application form in the format attached hereto as Annex 1.
2. Details of the Customer, BMW Secure Advanced Certificate number and Motor Insurance Policy.
3. Documentary evidence that the Insurance Provider has admitted and settled the Own Damage Claim as per the terms and conditions of the Motor Insurance Policy pertaining to Section – III above.
4. Furnish details of new BMW vehicle showing make, model, features (including type of tyre(s) and make), cost, accessories, which are part of the ex-showroom price.
5. Satisfaction voucher towards full and final repair and settlement of entitlement.





6. Other terms

1. Fraud:

If the Customer makes or advances any entitlement knowing the same to be false or fraudulent as regards to amount or otherwise, benefits under this package shall be void and all entitlements or payments hereunder shall be forfeited.

2. Cancellation / Termination:

- 2.1. BMW may terminate this benefit upon 3 (three) months prior written notice, provided however any pending entitlement invoked by the Customer under BMW Secure Advanced will remain valid for entire duration, notwithstanding such termination.
- 2.2. BMW may forthwith terminate BMW Secure Advanced without liability if required to do so by any regulatory authority to whose jurisdiction BMW is subject to.
- 2.3. BMW may terminate this agreement forthwith, in the event, the Customer materially breaches any of its obligations under this agreement, and such breach is not remedied within 15 (fifteen) days after receiving written notice of such breach from BMW or otherwise becoming aware of such breach.
- 2.4. The termination of this BMW Secure Advanced shall not give rise to entitlements for damages or compensation.

3. Notices:

Any and all notices and declarations for the attention of BMW shall be submitted in writing at the following address:

BMW India Private Limited

DLF Cyber City – Phase II, Building No. 8, Tower B, 7th Floor, Gurgaon 122 002

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

4. Entire Contract:

This BMW Secure Advanced constitutes the complete contract of indemnity. No change or alteration in this BMW Secure Advanced shall be valid or effective unless approved in writing by BMW, which approval shall be evidenced by an endorsement on BMW Secure Advanced.

5. Territorial Limits:

This BMW Secure Advanced benefits are available on events arising during the period of benefits within India. BMW's liability to make any payment shall be limited to make payment within India and in Indian Rupees only.

6. Governing Law:

The construction, interpretation and meaning of the provisions of this BMW Secure Advanced shall be determined in accordance with Indian law. The section headings of this BMW Secure Advanced are included for descriptive purposes only and do not form part of this BMW Secure Advanced for the purpose of its construction or interpretation.

7. Jurisdiction:

The court at New Delhi shall have exclusive jurisdiction.



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