

# BMW Motorrad Roadside Assistance

## Wholesale Terms and Conditions

BMW Motorrad Roadside Assistance offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access BMW Motorrad Roadside Assistance, simply call us on 1800 647 397. 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 motorcycle registration number
- A description of the problem

### Who is the Roadside Assistance Provider?

Roadside Assistance under your 3 year BMW Motorrad Roadside Assistance membership is provided by AWP Australia Pty Ltd ABN 52 097 227 177 trading as 'Allianz Global Assistance' ('Allianz Global Assistance'). Whenever you request roadside motorcycle 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 motorcycle must be a roadworthy well maintained motorcycle. If your motorcycle is not a roadworthy well maintained motorcycle, we may still arrange a roadside assistance provider to service your callout but we will inform you of the cost that will be charged to provide you with assistance. This cost will be your responsibility.

### Please stay with your motorcycle

Once a roadside service provider has been called, it is important that you remain with your motorcycle if it is safe to do so. Should we arrive at the scene of the breakdown and the motorcycle 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 motorcycle for safety reasons, please advise the customer service assistant at the time of the initial call.

### Tele-Assist

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

### Roadside Assistance

If our customer service assistant is unable to get your motorcycle 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 motorcycle, test the battery for performance, jump start the flat battery or coordinate a battery replacement if required.

#### Emergency fuel

If your motorcycle runs out of fuel, we will provide sufficient petrol or diesel (to a maximum of 5 litres) for you to travel to the nearest available petrol station. If you have an LPG fuelled motorcycle, we will tow your motorcycle to the nearest petrol station, subject to the towing limits set out below. The delivery and cost of fuel is at no cost to you where an emergency refuel occurs within a capital city or major regional town. However, all costs incurred for a callout outside these areas are your responsibility.

#### Flat tyres

If you find yourself with a flat tyre, we will tow the motorcycle to an approved tyre outlet or authorised repairer, whichever is the nearest. Please refer to the section outlining limitations to towing.

#### 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 rider to retrieve the spare key, if this is more practical.

In all other situations where the key is not available, we will arrange to transport the motorcycle to an authorised repairer. We will not be responsible for any damage incurred, or for any repair costs that result from moving the motorcycle while it is locked. A limit of \$150.00 (inc. GST) applies to this benefit. All additional costs are your responsibility.

#### Towing/transportation

If your motorcycle cannot be mobilised at the breakdown location and/or requires electronic diagnosis, we will deliver your motorcycle to the nearest authorised repairer. If the breakdown has occurred after business hours, we will arrange for your motorcycle to be stored at a secure facility and delivered to an authorised repairer the next working day. Please note that all additional towing costs are your responsibility.

#### Accident coordination

Following an accident, we will coordinate towing arrangements and will also provide advice on accident procedures. If required, we will coordinate alternative transport to enable you to continue your journey. All accident towing and alternative transport costs are your responsibility.

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

#### Taxi

If your motorcycle is immobilised due to a breakdown, we can coordinate a taxi booking for you. Any costs incurred will be your responsibility.

#### Emergency accommodation

If your motorcycle is immobilised by a breakdown for more than 24 hours and you are more than 100 kilometres from your home, we will provide up to four (4) nights accommodation up to the value of \$200.00 (inc. GST) per night (room cost only) should you decide to remain with your motorcycle while it is repaired locally, or if alternative transport is unavailable. Any amounts charged in excess of this limit will be at your cost. This benefit will stop once your motorcycle has been repaired.

#### Car rental

In addition to the four (4) nights emergency accommodation, we will provide a rental vehicle for up to three (3) days to a total limit of \$1000.00 (inc. GST) should your motorcycle be immobilised by a breakdown for more than 24 hours and you are more than 100 kilometres from your home. Any amount charged in excess of this limit will be at your cost. You will be responsible for all fuel costs, toll charges, insurance excess reduction, excess kilometre charges, any traffic infringements, any relocation fees, any damage and any excess or insurance waivers on the rental vehicle. If you do not take up the option of emergency accommodation and elect to continue your journey whilst your motorcycle is being repaired, we will provide a rental vehicle for up to five (5) days (at a maximum of \$1000.00 inc. GST) up until 5:00pm on the day the motorcycle is repaired.

#### Alternative transportation

Should hotel accommodation or a rental vehicle be unavailable following the immobilisation of your motorcycle due to a breakdown (for more than 24 hours) and you are more than 100 kilometres from your home, we will transport you and your passenger to your home or to your intended destination. A benefit limit of \$300.00 (inc. GST) applies per incident. Any amounts charged in excess of this will be at your cost.

#### Motorcycle relocation

Motorcycle relocation will be provided where your motorcycle has a breakdown more than 100 kilometres from your home and cannot be repaired on the same day. If you have left the motorcycle to continue your journey, motorcycle relocation will be provided to deliver the motorcycle, once repaired, to your home or intended destination (whichever is the nearest) where the distance between you and the selected authorised repairer is greater than 100 kilometres. Alternatively, return transport will be provided to enable the rider to pick up the repaired motorcycle.

#### Urgent message relay

Following a breakdown or accident, we will relay urgent messages to family, friends or business associates likely to be affected or concerned by the disruption or delay and/or provide advice on local transport options and alternatives.

#### Legal advice

Telephone legal advice is available from one of our preferred legal firms for preliminary advice on any matter involving the use or ownership of your motorcycle. Advice is confidential and there are no consultation fees or telephone charges. It does not extend to written advice, preparation of briefs or personal interviews.

#### Medical advice

Urgent telephone medical advice provided by a qualified nurse or doctor is available 24 hours a day. Medical advice will also be extended to any direct family members if they are travelling with you or if they are at home while you are travelling. You will be responsible for all associated medical costs.

### Exclusions and limitations

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

1. We will not be responsible or liable for any additional or increased costs and expenses incurred as a result of the motorcycle being outside a service area.
2. 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 motorcycle not being registered on our roadside assistance system where membership data is stored;
  - b) the motorcycle being unregistered;
  - c) the motorcycle being unattended;
  - d) the motorcycle being involved or connected to any form of motor sports (including riding on a racetrack or competing in organised road or off-road rallies);
  - e) motorcycle abuse or neglect by you (as reasonably determined by us or BMW);
  - f) you failing to use reasonable care with the motorcycle;
  - g) failure by you to conduct regular preventative motorcycle maintenance or provision of inappropriate repair or maintenance to the motorcycle;
  - h) repeated service calls due to member related faults;
  - i) failure by you to comply with any instructions or directions provided with or attached to the motorcycle;
  - j) 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 motorcycle (but excluding the provision of and cost of providing any accident-related services which we agree to arrange or provide);
  - k) failure by you to comply with instructions reasonably provided by us, our agents or service providers;
  - l) failure by you to comply with any applicable road laws or regulations;
  - m) caravans or trailers;
  - n) bogged motorcycles;
  - o) motorcycles operating as taxis, limousines, rental motorcycles, hire motorcycles;

3. Where we incur costs under item 2 above, you will be responsible for the cost and must make payment in the amount and manner as advised by us. Additionally, if any of those events result in more than 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.
4. Services provided by us are also subject to:
  - Resources being reasonably available in the vicinity of the breakdown or problem;
  - 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.
5. We have no obligation to pay for costs incurred in service calls where your motorcycle 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.

### Transfer of membership

Your membership is fully transferable to the new owner of the motorcycle at any time during the membership period. Please contact us on 1800 647 397.

### 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

To offer or provide you with our products and services (or those we may offer or provide to you on behalf of our business partners) we, namely AWP Australia Pty Ltd ABN 52 097 227 177 trading as 'Allianz Global Assistance', and our agents and representatives, collect, store, use, and disclose your personal information including sensitive information. We usually collect it directly from you but sometimes from others depending upon the circumstances and the product involved. For instance, we may collect your personal information from our business partners who may have provided you with a product or service including but not limited to travel insurance, roadside assistance with a vehicle purchase, Overseas Student or Visitor Health Cover, or other assistance services we arrange or provide. For example, your personal information may be collected from your family members and travelling companions, doctors, and hospitals if you purchase our travel insurance and require medical assistance. Likewise, we collect personal information from universities and your agents if you inquire about or apply for our Overseas Student or Visitor Health Cover. We are the 'data controller' and responsible for ensuring your personal information is used and protected in accordance with applicable laws including the Privacy Act 1988 and sometimes European Law (the GDPR) where our activities are within its scope. Personal information we collect includes, for example, your name, address, date of birth, email address, and sometimes your medical information, passport details, 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.

We use your personal information to offer and provide our products and services and to manage your and our rights and obligations in connection with any products and services you have acquired. For instance, we use it to assess, process, and investigate any travel or health insurance claims, and to liaise with Government Departments when necessary. We may also use it for product development, marketing (where permitted by law or with your consent but not in connection with some products or services such as credit card insurances), customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations, and for other purposes with your consent or where permitted by law. We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

Your personal information may be disclosed to third parties (some of whom are data processors) who assist us to carry out the above activities both inside and outside of Australia, such as claims management providers, travel agents and intermediaries, insurers, investigators, cost containment providers, medical and health service providers, universities and other education institutions, roadside assistance and towing providers, vehicle manufacturers, overseas data storage (including 'cloud' storage) and data handling providers, legal and other professional advisers, your agents and broker, your travel group leader if you travel in a group, your employer if you have a corporate travel policy, your bank if you are the beneficiary of the bank's credit card insurances, insurance reference bureaux, and our related and group companies including Allianz. Some of these third parties may be located in other countries including in Europe, Asia, Canada, or the USA. We also, where necessary, disclose your personal information to Government Departments including for immigration and private health insurance purposes as well as to regulatory bodies.

With the exception of credit card insurances and some other products and services that we offer or provide on behalf of certain clients, 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 as a result of obtaining your consent, you can withdraw your consent at any time by calling us on 1800 023 767 or by contacting us – see below.

When you provide personal information to us about other individuals, we rely on you to have first obtained the individual's consent, and have made them aware of the matters set out in this Privacy Notice.

You may also (1) seek access to your personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor, and the parties to whom it may be disclosed; (2) ask us to correct and update your personal information, (3) ask for a copy of your personal data in an electronic format for yourself or for someone you nominate. You may in some circumstances restrict the processing of your personal data, and request that it be deleted. Where your personal information is used or processed with your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), you may withdraw your consent at any time. You may not access or correct personal information of others unless you have been authorised by their express consent, or unless they are your dependants under 16 years of age.

If you have a request or complaint concerning your personal information or about data privacy, please contact: Privacy Officer, Allianz Global Assistance, 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 our corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit our website at [www.allianz-assistance.com.au](http://www.allianz-assistance.com.au) and click on the Privacy & Security link.

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 including the assessment and payment of any claims. 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 motorcycle damaged by impact or collision of any nature, or by attempted or successful theft or break in to the motorcycle.

**authorised repairer:** a BMW motorcycle dealership, a servicing dealer or a repairer that has been authorised and approved by BMW to undertake workshop repairs to the motorcycle, 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 (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 motorcycle to be immobilised or become unsafe to ride (whether in transit or otherwise). Breakdown can also include a flat tyre, flat or faulty battery, a motorcycle which has run out of fuel or keys which have been 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 motorcycle (including components up to a cost of \$20 (inc. GST)) to facilitate the immediate mobilisation of the motorcycle. It does not include workshop repairs which may require diagnostic equipment or parts or repairs and does not include servicing of motorcycles.

**mobile or mobilised:** means moving or capable of moving using the motorcycle's own power and as intended by the manufacturer when operating normally. "Immobile" and "immobilised" have the corresponding meaning.

**motorcycle:** your nominated motorcycle registered on our roadside assistance system.

**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 motorcycle:** maintained motorcycle that is mechanically sound and otherwise fit to be operated and ridden on Australian roads. The motorcycle 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 motorcycle manufacturer's recommended standards and specifications set out in the motorcycle 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 provider:** a mobile mechanic, tow truck operator or other roadside assistance provider nominated by us.

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

**you or your:** the BMW Motorrad Roadside Assistance member.