

BMW Premium Selection®

0800 530 540
www.bmw.co.nz



The Ultimate Driving Machine

BMW Premium Selection®

0800 530 540
www.bmw.co.nz



The Ultimate Driving Machine

BMW Premium Selection.® Terms and Conditions.



Congratulations on the purchase of your BMW Premium Selection® Pre-owned vehicle.

This information booklet contains important details concerning your BMW Premium Selection® pre-owned vehicle. Please ensure you read these sections and are fully aware of the terms and conditions. For further information please contact your local Authorised BMW Dealer.

BMW Premium Selection® Warranty

BMW New Zealand Limited (“BMW”), through the Authorised BMW Dealer Network, warrants that BMW Premium Selection® pre-owned vehicles will be free from defects in materials and workmanship under normal use and service for a period of 24 months, regardless of mileage, commencing on the date of delivery of the vehicle to the purchaser or the date that the vehicle is registered in the name of the purchaser (whichever is earlier).

Any Genuine BMW part fitted under a warranty claim is guaranteed against defects in materials and workmanship for the remainder of the vehicle’s warranty period.

BMW’s obligations under BMW Premium Selection® Warranty are to the owner whose details are specified in the Record of Delivery document and not to any other person. The owner may not transfer or assign the benefit of BMW’s obligations under the BMW Premium Selection® Warranty to any other party.

BMW Premium Selection® Warranty – What is Covered

We want to help you look after your BMW. That's where the BMW Premium Selection® Warranty comes in.

Any Genuine BMW part installed, or repair carried out by or through an Authorised BMW Dealer will automatically be covered by the existing warranty on the vehicle, for the balance of the existing warranty term.

BMW Premium Selection® Warranty covers factory fitted mechanical and electrical components.

Some components are not covered by this warranty. Those components are listed under the heading "Limitations and Exclusions".

BMW provides additional support in the event of breakdown. Please refer to the BMW Roadside Support Programmes section of this booklet for further information and terms and conditions of BMW Roadside Support Programmes.

BMW Premium Selection® Warranty – Limitations and Exclusions

Limitation of Liability and Maximum Claim.

The liability of BMW under this warranty is limited (at BMW's option) to the repair of the vehicle or to the replacement or repair of parts found by BMW to be defective.

In no case will BMW's total liability under this warranty be more than the purchase price of the vehicle.

General Exclusions

BMW will not be liable under the terms of the BMW Premium Selection® Warranty.

- (a) For routine repairs and maintenance and adjustments which are necessary throughout the life of the vehicle.
- (b) For normal wear and tear e.g. brake and clutch parts, unless the part is found to be defective due to manufacture or assembly faults. See further under the heading Wear and Tear Exclusions below.
- (c) For damage caused by owner/ driver negligence, improper use of the vehicle the conditions the vehicle is stored in, environmental factors, accidents or continued operation of the vehicle after it has become (or ought to have become) apparent to the driver that a defect existed in the vehicle.
- (d) The cost of transportation to and from an Authorised BMW Dealer for general servicing, routine and warranty repairs.

- (e) If the owner does not observe the instructions in the BMW owner's handbook or adhere to the prescribed BMW inspection, service and maintenance schedules.
- (f) For any consequential loss, damage or injury suffered by the owner as a result of the breach of this warranty.
- (g) Incidental or consequential loss, damage or injury suffered by the owner as a result of inconvenience or loss of time.
- (h) To reimburse, indemnify or compensate the owner for any claims made by third parties in respect of defects in the vehicle or its parts whether or not the claims result from an event which may be a breach of this warranty.
- (i) For the costs of and incidental to modifications or adjustments required due to alterations in local legislation or conditions after the date of first registration or first use of the vehicle, whichever is the earlier.
- (j) For defects in tyres and other non-BMW manufactured components where there are New Zealand agents for such brand products.
- (k) For vehicles on which the odometer has been replaced or altered, such that BMW cannot determine the true mileage of the vehicle.
- (l) Defects which, in BMW's reasonable opinion (considering their design) arise as a result of the vehicle not properly and reasonably being used.
- (m) Servicing costs, for example all labour costs, costs of replacing gaskets, wheel balancing, wheel alignment and similar.
- (n) Repairs or replacements or other work undertaken by persons other than an Authorised BMW Dealer.
- (o) Vehicles used for hire or reward, self drive hire, driving schools or any form of instruction, or vehicles used in any sort of competition, rally or racing of any kind.
- (p) Rattles, squeaks, adjustments and water entry.
- (q) If the vehicle is modified, or serviced or has parts replaced by a party other than an Authorised BMW Dealer, or by the incorporation of non-genuine BMW parts where damage or failure is attributable (whether in whole or in part) to such modification, repair or replacement.
- (r) The BMW Premium Selection® Warranty will not cover any loss, damage or failure caused wholly or partially, from lack of maintenance, abuse or neglect or as a result of accidents. It will also not cover pre-existing faults.
- (s) Defects in non-genuine BMW options, accessories or other items fitted to the vehicle after production.

Wear and Tear Exclusions

There are certain parts on the vehicle that require periodic cleaning or adjustment.

This maintenance related repair work is part of the owner's ongoing responsibility to keep the vehicle safe on the road. The BMW Premium Selection® Warranty does not include compensation for progressive normal wear and tear which is commensurate with the kilometres covered.

As the car's age and mileage increases, more components will reach the end of their serviceable life due to normal wear and tear. These components will require replacement at the customer's cost and will not be reimbursed under any warranty. Any manufacturing defects will continue to be covered in accordance with this booklet regardless of age and mileage.

The BMW Premium Selection® Warranty will not cover any loss, damage or failure caused wholly or partially from lack of maintenance, abuse or neglect or as a result of accidents. It will also not cover pre-existing faults.

Please refer to the BMW Roadside Support Programmes section of this booklet for further information on breakdown support.

Any Genuine BMW Part installed, or repair carried out by or through an Authorised BMW Dealer under the BMW Premium Selection® Warranty or goodwill terms will automatically be covered by the existing warranty on the vehicle, for the balance of the existing warranty term.

Components Which Are Not Covered by the Warranty.

- (a) **Chassis and Body Equipment.** Rattles, squeaks, adjustments, water entry, paint work damage, rust, glass, windows, convertible top including windows and frames, chrome parts, general seal, door seals, seat rails and decorative strips. All other items within the vehicle that are subject to wear and tear and discolouration i.e. seat covers, carpets, door trims etc are also excluded.
- (b) **Clutch.** Linkages, burnt out parts, clutch linings and any damage due to wear and tear of the friction surfaces.
- (c) **Cooling system.** Topping up of the cooling system itself.
- (d) **Overheating.** Any damage caused by the failure to react immediately to warning devices in the vehicle, including the temperature and coolant level indicator.
- (e) **Drive line.** Gaskets, rubber compound parts and constant velocity boots.
- (f) **Electrical system.** This includes the lighting systems batteries, all bulbs (with the exception of Xenon and LED), spark plugs, fuses and wiring that has become loose, lost contact or burned out.
- (g) **Engine including cylinder head.** Maintenance/wear and tear items including all gaskets, O-rings, rubber compound parts, (PVC) crankcase ventilating valve and system.
- (h) **Exhaust system.** All exhaust components where the damage or failure is caused by impact or abrasion.

- (i) **Fuel system.** Injectors, linkages, cables and any repair work due to pollution or contamination of the vehicles fuel.
- (j) **Heating and air-conditioning systems.** The removal of any air-conditioning odour, refrigerant top up/re gassing.
- (k) **Transmission, transfer case DKG and rear axle.** External linkages, gaskets, seals and rubber components. Premium Selection® Warranty Cover will not replace parts for simple noise related issues.
- (l) **Safety system including air bags.** Activation and de-activation of airbag system and damaged seat belt fabric which is faded, frayed, worn or has been subject of external influence.
- (m) **Suspension (including air suspension).** Pipes, linkages, standard shock absorbers, and mounts.
- (n) **Steering and suspension.** Power steering belts, external linkages, joints, hoses, bushes, seals and shock absorber mounts, rubber compound parts and swivel pins. Shock absorbers and coil springs. Any adjustment repair work required to align or remove noise related issues.
- (o) **Comfort electrics.** CD/DVD player, remote keys, batteries, mobile phone hand set. Loose connections, faded buttons and other wear and tear items, software updates and ULF, TCU upgrades. Television screens, monitors and instrument clusters will be covered by the warranty only when there are more than eight missing pixels. Components and systems will only be covered by the warranty if these items are original factory equipment.
- (p) **Consumable materials.** Consumables materials used simply for top up purposes i.e. coolant, A/C gas, brake fluid etc. The warranty does cover material costs where there is a failed part involved e.g. Coolant in the case of a water pump replacement.
- (q) **Wheels and tyres.** Wheels and tyres (Tyre warranty is the responsibility of the tyre manufactures New Zealand agent).
- (r) **Programming.** Any software updates and vehicle reprogramming unless that is required as the result of a failure which is covered by this warranty.
- (s) **Braking system.** Brake pads, discs, drums, lines, and any form of adjustment or maintenance.

BMW Premium Selection® Warranty - Your Obligations

Warranty repairs are likely to be quickly and effectively carried out if you:

- Remember to have your vehicle serviced and repaired by an Authorised BMW Dealer. If a non-Authorised BMW Dealer has serviced your vehicle a claim may be rejected, if in BMW's opinion, the cause of the defect is, in whole or part, due to the use of non-approved parts or inadequate servicing or repairs.
- Report any defects to your Authorised BMW Dealer as quickly as possible. A minor defect corrected now could prevent you from being inconvenienced in the future.
- All repairs and/or replacements carried out under this warranty must be performed by or through an Authorised BMW Dealer. All replaced parts become the property of BMW.

In order to enjoy the warranty benefits set out in this booklet the owner must:

- (a) Make the vehicle available to an Authorised BMW Dealer, during normal working hours, to enable relevant service and maintenance work to be performed, when indicated by the Service Interval or Mileage Indicator, as outlined in the BMW owner's handbook.
- (b) Comply with all instructions and recommendations in the BMW owner's handbook and BMW service handbook for the vehicle.
- (c) Take all necessary steps to prevent and minimise any damage to the vehicle in the event of any defect or failure, and adhere to vehicle warning systems.

- (d) Present this booklet, complete with the Record of Delivery to the Authorised BMW Dealer prior to work being carried out, together with the BMW service handbook for stamping and signing by the Authorised BMW Dealer.
- (e) As quickly as possible advise your Authorised BMW Dealer of any accident damage repaired and make the vehicle available for an inspection check at an Authorised BMW Dealer after the accident repair work is completed.
- (f) Report any defects to your Authorised BMW Dealer as quickly as possible. A minor defect corrected now could prevent you being inconvenienced in the future.

When your vehicle requires servicing or repair present this booklet and the Record of Delivery form to speed up the processing of your request by the service staff.

If you have not been provided with a Record of Delivery, please contact your local Authorised BMW Dealer to request your copy.

BMW Premium Selection® Scheduled Service

BMW Premium Selection® Scheduled Service is a comprehensive package, lasting for a specified term and without kilometre limits, to cover the vehicle for all scheduled services through an Authorised BMW Dealer.

Every BMW Premium Selection® pre-owned vehicle is sold with 24-month BMW Scheduled Service.

The period and type of cover on your BMW is recorded on your personal Record of Delivery - in the vehicle details section of the agreement.

Your BMW Premium Selection® pre-owned vehicle will be serviced on behalf of BMW by an Authorised BMW Dealer free of charge during the term stipulated in the Record of Delivery.

BMW Scheduled Service covers:

- (a) Servicing of the vehicle, according to stipulated schedules in the vehicle on board Condition Based Service (CBS) system. This is limited to servicing the engine oil and engine oil filter, engine air intake filter, passenger cabin air intake (micro) filter, renewal of brake fluid, replacement of spark plugs, on M cars the replacement of transmission and differential oils as scheduled.
- (b) Engine oil top ups when performed by an Authorised BMW Dealer.
- (c) A WOF check, as required annually. This does not include any repairs or remedial work to bring the vehicle up to the required WOF standards.

BMW's obligations commence on the date of delivery of the vehicle to the owner or the date of registration of the vehicle in the owner's name (whichever is earlier) and will expire on the earlier of:

- (a) The Scheduled Service Expiry Date (as indicated in the Record of Delivery)
- (b) The date, on which the Owner sells, trades or otherwise disposes of the vehicle.

BMW's obligations under BMW Scheduled Service are to the owner whose details are specified in the Record of Delivery and not to any other person. The owner may not transfer or assign the benefit of BMW's obligations under this BMW Scheduled Service contract to any other party.

Owner's Obligations

In order to enjoy the benefits of BMW Scheduled Service the owner shall:

- (a) Make the vehicle available to an Authorised BMW Dealer, during normal working hours, for relevant service and maintenance work to be performed, when indicated by the Service Interval / Mileage Indicator, as outlined in the BMW owners handbook.
- (b) Comply with all instructions and recommendations in the BMW owner's handbook and BMW service handbook for the vehicle.
- (c) Take all necessary steps to prevent and minimise any damage to the vehicle in the event of any defect or failure, and adhere to vehicle warning systems.
- (d) Present this booklet, complete with the Record of Delivery to the Authorised BMW Dealer prior to work being carried out, together with the BMW service handbook for stamping and signing by the Authorised BMW Dealer.
- (e) As quickly as possible advise your Authorised BMW Dealer of any accident damage repaired and make the vehicle available for an inspection check at an Authorised BMW Dealer after the accident repair work is completed.

BMW Body Anti-Corrosion Warranty

All BMW Premium Selection® pre-owned vehicles are delivered with a minimum of 2-years BMW Body Anti-Corrosion Warranty which starts from the date of registration in the owner's name or delivery of the vehicle to the owner (whichever is earlier). BMW warrants that your vehicle will be free from body panel rust perforation under normal use and service for the maximum term of the warranty coverage on the vehicle (regardless of mileage).

This BMW Body Anti- Corrosion Warranty is conditional on an Authorised BMW Dealer having inspected the vehicle at regular intervals accordance with scheduled inspection services as described in the BMW service handbook. Any damage due to external influences or poor maintenance must be promptly and professionally rectified at the Owner's expense and the information and details entered and stamped into the BMW service handbook, Body Inspection Section by the Authorised BMW Dealer.

The BMW Body Anti- Corrosion Warranty applies if your vehicle has been involved in an accident requiring bodywork repair only where:

- The repair is carried out through an Authorised BMW Dealer. In this way you can be reassured that your vehicle will be rebuilt to original standards of safety and quality.
- If your vehicle is repaired elsewhere, the parts have been protected against rust according to the manufacturer's instructions and the vehicle is made available immediately after the repair for an inspection check at an Authorised BMW Dealer and the work is certified by an Authorised BMW Dealer.

This BMW Body Anti-Corrosion Warranty covers any new Genuine BMW body panel or floor assembly, which has been purchased and installed in the vehicle following an accident or other damage, for the remainder of the BMW Body Anti-Corrosion Warranty outstanding on the vehicle only if the repairs were carried out by, or through an Authorised BMW Dealer.

BMW's liability under the BMW Body Anti- Corrosion Warranty is limited to the repair or replacement, at its option, of any body panels perforated by rust from either the inside face of the panel or from the underside of the vehicle. All repairs and/or replacements carried out under this warranty must be carried out by or through an Authorised BMW Dealer.

The BMW Body Anti- Corrosion Warranty does not cover rust perforation due to external influences, such as battery acid, accident damage, stone chips, or environmental factors etc.

While carrying out scheduled inspection services (as described in the BMW service handbook), your Authorised BMW Dealer checks the body and under floor of your vehicle for any sign of damage or corrosion. If necessary, the body and under floor of the vehicle will be washed to facilitate inspection. Any damage found will be drawn to your attention and rectified on your instruction at your expense. It may also be necessary to repair the PVC under seal and apply a protective coating to the underside of the vehicle.

Warranty Guidelines and Frequently Asked Questions

Q: How do I make a warranty claim?

A: Present this booklet along with the record of delivery to any Authorised BMW Dealer, informing them of the issue with your vehicle and they will repair your vehicle and claim on your behalf. All repairs must be carried out and claimed by an Authorised BMW Dealer.

Q: Can I purchase BMW Scheduled Service cover or renew my BMW Scheduled Service cover?

A: No. BMW Premium Selection® is supplied for a 24-month period on BMW Premium Selection® Pre-owned vehicles.

Q: What do I do if my vehicle breaks down?

A: In the rare event that your vehicle incurs a breakdown, you will be able to make full use of the BMW Roadside Support programme. Membership in one of our BMW Roadside Support Programmes is supplied complimentary with your BMW for the full duration of its cover under the Customer Assurance Programmes. Please refer to the BMW Roadside Support section in this booklet, here you will find further information on what to do when you need help in the event of a breakdown.

Q: If I sell my BMW are any of the benefits of BMW Premium Selection® Scheduled Service, Warranty or Roadside Support Programme to the new owner?

A: No, the owner may not transfer or assign the benefit of BMW's obligations set out in this booklet to any other party. If your BMW was first registered less than 2 years ago then it will still be covered by the International 2 –year BMW New Vehicle Warranty, which is supplied with all new BMWs.

Q: What is a Servicemobile?

A: BMW Group Servicemobiles are special vehicles operated by a number of Authorised BMW Dealers. These vehicles are specifically equipped for BMW emergency assistance with BMW special tools and parts. Internationally, the BMW Group Servicemobile is recognisable by the white / silver diagonal stripes that run along the side of the vehicle.

BMW Roadside Support will call on BMW Servicemobiles for first response or for technical back- up when specialised knowledge is required on an emergency breakdown.

Consumer Guarantees Act 1993

If the Consumer Guarantees Act 1993 applies to the purchase of your vehicle then nothing in the warranty or other products described in this booklet is intended to contract out of or limit the application of that Act.

BMW Roadside Support Programmes

Membership to the BMW Roadside Support Programmes is complimentary with your BMW for the full duration of its cover under the BMW Customer Assurance Programme.

In real terms this means that as long as your vehicle is covered by the BMW Premium Selection® Scheduled Service or BMW Premium Selection® Warranty, you have access to one of the most comprehensive customer and vehicle roadside assistance networks in New Zealand.

You are assured of our best attention in the rare event of a breakdown through the BMW Roadside Support Programme, enabling you to continue your journey with the minimum of inconvenience.

In order to provide the most effective response, BMW has engaged the services of the best providers of breakdown support in New Zealand to assist you whenever necessary, 24 hours a day, 365 days a year.

BMW Driver Assistance Roadside Support

BMW Driver Assistance is applicable to the following BMW vehicles:

BMW 1 Series

BMW 3 Series

What to do when help is required

Simply dial toll free **0800 800 BMW (0800 800 269)** anywhere in the country, which connects you to the Help Centre.

OR

BMW 5 Series

BMW 6 Series

BMW 7 Series

BMW X Series

BMW Z Series

What to do when help is required

Simply dial toll free **0800 800 101** anywhere in the country, which connects you to the Help Centre.

To ensure the minimum delay, please have the following information available:

- (a) Your name and the exact location of your vehicle
- (b) Your BMW model, exterior colour and registration number
- (c) Your contact/mobile phone number, if possible
- (d) Nature of the vehicle problem, if known

NOTE: Your vehicle should have a BMW Driver Assistance licence sticker affixed to the windscreen. Please check to ensure the correct sticker has been allocated to your vehicle by checking the 0800 free phone number. If you do not have this sticker affixed, you can pick one up from your local Authorised BMW Dealer.

BMW Driver Assistance provides:

Home and roadside assistance

In the event of immobilisation of your vehicle, due to mechanical defect or failure whether at home or elsewhere, BMW Driver assistance will arrange assistance for you. Whenever practical, they will always endeavour to arrange assistance by a BMW Driver assistance approved contractor, but if the problem cannot be resolved at the roadside, they will pay the costs of taking your vehicle to the nearest Authorised BMW Dealer or the Authorised BMW Dealer nearest to your address in New Zealand.

Onward travel/hotel accommodation

If BMW provides assistance and your vehicle can not be driven due to mechanical defect or failure, BMW Driver Assistance will whenever possible organise to pay for you and your passengers to continue your journey, or return home by appropriate means. Alternatively, if the breakdown occurs more than 100 kilometres from your home address and accommodation is a more practical option, BMW Driver assistance will pay for the cost of a hotel for you and your passengers up to 3 nights at \$200 per night. If the rental car option below is not utilised this can be extended to 5 nights.

Car hire

If BMW provides assistance, and repairs to your vehicle cannot be completed within 24 hours and the breakdown occurs more than 100 kilometres from your home address and your vehicle can not be driven due to a mechanical defect or failure, the BMW roadside assistance provider will wherever possible organise and pay for a replacement vehicle through one of the major vehicle rental companies for up to 3 days. If the accommodation option above is not utilised this can be extended to 7 days.

Delivery fees, excess vehicle insurance and fuel costs are not included and the rental vehicle must be accepted in compliance with the usual terms and conditions of the vehicle rental company. Where possible all efforts will be made to provide a high quality rental vehicle.

Vehicle redelivery

Provided that your vehicle has been recovered by BMW Driver assistance to an Authorised BMW Dealer (other than the Authorised BMW Dealer closest to your home), BMW Driver assistance will arrange for it to be returned to your home address.

Lockout/lost keys

Whilst BMW Driver assistance will always endeavour to provide assistance by the most practical method, should you be unable to gain entry to your vehicle, modern security systems make it extremely difficult for this to be achieved should spare keys not be available. If a forced entry is required, any costs for resultant damage will be your sole responsibility.

Emergency fuel

If you run out of fuel BMW Driver assistance will provide emergency fuel (to a maximum of 10 litres) free of charge or, where government regulations apply, transport the vehicle to the nearest refuelling station.

In the event of an accident

In the event of an accident BMW Driver assistance can arrange accident towing of vehicles or recovery of disabled vehicles, however all costs will be the owner's/driver's responsibility.

The BMW Driver Assistance programme does not cover the following:

- (a) The cost of repairs other than mechanical first aid.
- (b) Attending to, or towing after an accident,
(Assistance will be given, however all costs will be the owner/drivers' responsibility)
- (c) Inter-island ferry charges.
- (d) Costs incurred by you if more than one trip per breakdown is required.
- (e) Attending to, or recovery of, vehicles deemed to be in an 'Off Road' area,
e.g. on a beach or in a forest, on a racetrack or on other than public or formed roads.