

# The Original Owner Protection Program

Customer Contract

## SAMPLE CONTRACT ONLY

Extended Service  
Contracts

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The Ultimate  
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A premier-quality  
extended service contract  
for original BMW owners.

# EXTENDED SERVICE CONTRACT – CUSTOMER CONTRACT

NO PAYMENT WILL BE MADE UNDER THIS CONTRACT WITHOUT COVERAGE BEING VERIFIED AND REPAIRS PERFORMED BY AN APPROVED "REPAIR FACILITY," SEE SECTION 9.

Purchase of this contract is not required to obtain financing or to register a motor vehicle. This is not an automobile liability insurance contract.

## 1. DEFINITIONS:

The following definitions apply to words used frequently throughout this Extended Service Agreement and which appear in BOLD-FACED type:

**BREAKDOWN:** means the inability of any COVERED PART to perform the function for which it was designed due to defects in material or workmanship. Parts which fail due to wear and tear are not covered as noted under the "What is NOT Covered" Section of this CONTRACT.

**CLAIM:** means a demand by YOU for benefits under this CONTRACT.

**CONTRACT:** means this Extended Service Contract, which YOU have purchased from US for the VEHICLE described on the DECLARATION PAGE.

**CONTRACT ADMINISTRATOR:** means the company appointed by US to administer issuance of the CONTRACT, transfers, cancellations, and refunds. The CONTRACT ADMINISTRATOR is United Service Protection Corporation, at 400 Carillon Parkway, Suite 300, St. Petersburg, FL 33716. The phone number is 1-888-283-0912.

**COVERED PARTS:** means the parts listed in the "Coverage" Section of this CONTRACT.

**DECLARATION PAGE:** means the numbered document executed by YOU which must be attached to the inside cover of this CONTRACT. It lists information regarding the VEHICLE to be covered, CONTRACT terms, and other vital information.

**DEDUCTIBLE:** means the amount YOU must pay, as shown on the DECLARATION PAGE, toward the total cost for the repair or replacement of COVERED PARTS per CLAIM made. The DEDUCTIBLE will not apply to the 24-Hour Roadside Assistance Benefits.

SAMPLE CONTRACT ONLY

ORIGINAL IN-SERVICE DATE: means the date the VEHICLE was first put into service, not the date YOU purchased YOUR VEHICLE or this CONTRACT.

PROVIDER/OBLIGOR: means BMW of North America, LLC, 300 Chestnut Ridge Road, Woodcliff Lake, New Jersey 07677, 1-800-831-1117.

REPAIR FACILITY: means any BMW of North America, LLC authorized BMW passenger car center and/or BMW SAV center.

SELLING RETAILER: means the authorized BMW center, authorized BMW SAV center, or BMW Financial Services NA, LLC from whom YOU purchased this CONTRACT, as listed on the DECLARATION PAGE under "Center Name."

WE, US, AND OUR: means the PROVIDER/OBLIGOR.

YOU and YOUR: means the contract holder shown on the DECLARATION PAGE of this CONTRACT.

VEHICLE: means the BMW passenger car or BMW SAV described on the DECLARATION PAGE.

## 2. GENERAL PROVISIONS:

- a. Contract Term: Coverage under this CONTRACT becomes effective upon expiration of the BMW New Vehicle Limited Warranty on the VEHICLE. Coverage under this CONTRACT will expire on the Expiration Date as shown on the DECLARATION PAGE or when the VEHICLE reaches 100,000 miles on the original odometer or in total by adding the mileage from the original odometer and replacement odometer, whichever occurs first. The Expiration Date is determined by adding 72 months to the ORIGINAL IN-SERVICE DATE.
- b. Coverage: This CONTRACT provides benefits or coverage in the event of a covered failure, which is defined as a defect, in material or workmanship only, of a COVERED PART during the CONTRACT'S term. Except as noted below, all mechanical and electrical operating parts and assemblies are covered on the VEHICLE once it has been properly enrolled by an authorized BMW center, an authorized BMW SAV center, BMW of North America, LLC or BMW Financial Services NA, LLC:
- c. What is NOT Covered: This CONTRACT does not cover the following.
  - I. Upkeep: Maintenance; engine, transmission, and body adjustments; wheel alignment, balancing or rotation; wiper blade inserts; engine drive belts; spark plugs; filters; fuses; all batteries; all hoses and clamps (except air conditioning and power steering); oils, lubricants, fluids, refrigerants and coolants (except as required in the course of a covered repair); brake pads and rotors; brake shoes and drums; manual transmission clutch assemblies; suspension dampers (shock absorbers/strut elements); exhaust systems; and tires.

- II. Wear and Tear: All wear and tear items as defined in this CONTRACT, including all suspension parts and components.
- III. Body and Interior: Paint; glass; headlamps; bulbs (except instrumentation); mirrors; lenses; body and chassis; body seals and gaskets; interior and exterior trim, moldings, and fasteners; upholstery, headliner, carpeting, floor and trunk mats; convertible top (all components except electronics); air or water leaks; wind or body noises; wheels; and damage due to rust, corrosion, or contamination.
- IV. Accessories: Radio/cassette player, telephone, navigation system, CD changer, or any components of those systems; and non-original and optional equipment parts, components or accessories.
- V. This CONTRACT does not apply to:
  - A. Repairs or replacements not performed at a REPAIR FACILITY, any COVERED PART or other part or component which has not failed, or is not completely worn out nor unsafe, but for which a repair or replacement has been recommended; factors beyond OUR control. Damage which results from negligence, abuse or misuse (improper operation) of the VEHICLE, improper repair, lack of or improper maintenance or servicing, environmental influences, accident, collision, theft, fire, freezing, vandalism, riot, explosion, water infiltration, flood, hail, lightning, earthquake, nuclear related, windstorm or water damage, road salt corrosion, or contaminated fuel.
  - B. Maintenance services and parts when replaced during maintenance services such as: spark plugs, lubricants, fluids, engine tune-up parts, replacement of filters, coolant, and refrigerant.
  - C. Failure to maintain or service YOUR VEHICLE properly in accordance with the instructions in the Owner's Manual or the Service section of the Service and Warranty Information Statement, which results in the failure of any covered part or component.
  - D. Operation of the VEHICLE with (and resulting damage from) insufficient levels of (or contaminated) fluids, lubricants, or coolants.
  - E. Additional/consequential damage caused by continued operation of the VEHICLE in a damaged condition.
  - F. Damage to any covered component caused by the failure of a non-covered component.

- G. Modification of the VEHICLE or installation of any suspension modifications, performance accessories or components attached to the VEHICLE which alters the original engineering and/or operating specifications or which result in damage to the other original components, electrical interference, electrical shorts, or radio static.
- H. While YOU may elect to use non-genuine BMW parts for maintenance or repair services, WE are not obligated to pay for repairs that include non-genuine BMW parts or for any damage resulting from the use of non-genuine BMW parts.
- I. While YOU may elect to use a facility other than a REPAIR FACILITY for maintenance or repairs, WE are not obligated to pay for any such repairs (even if covered under the CONTRACT). To obtain service under the CONTRACT, the VEHICLE must be delivered to a REPAIR FACILITY.
- J. The CONTRACT does not cover additional expenses or consequential damages related to a breakdown such as, but not limited to, car rental, lodging expenses, loss of pay, or telephone charges, except as specifically set forth in Section 13 of this CONTRACT.
- K. The CONTRACT shall be null and void if the vehicle identification number has been altered or cannot be read, if the odometer has been replaced, altered, disconnected, or rendered inoperative and the true mileage of the VEHICLE cannot be determined, if the VEHICLE has been declared a total loss or sold for salvage purposes, or if the VEHICLE has been used in any competitive events.

### 3. OUR RESPONSIBILITIES:

WE will pay the portion of the reasonable expense to repair a BREAKDOWN of a COVERED PART that is in excess of the DEDUCTIBLE, provided the repair of the COVERED PART is performed at an authorized REPAIR FACILITY.

### 4. LIMITS OF LIABILITY:

- a. Single Claim Limit: OUR liability with respect to any one CLAIM is limited to the cost to repair or replace any COVERED PARTS using the REPAIR FACILITY'S BMW warranty labor rate and the applicable BMW labor operations required to complete the repair(s) to the COVERED PARTS less any DEDUCTIBLE. In all cases, the replacement cost for COVERED PARTS shall not exceed list price or the manufacturer's suggested retail price. In no event shall OUR liability exceed the cost necessary to correct the actual cause of the BREAKDOWN. All repairs or replacements made by the REPAIR FACILITY shall use only genuine BMW new or remanufactured parts.
- b. Aggregate Limit: OUR total liability with respect to all CLAIMS paid or payable for repairs to COVERED PARTS while this CONTRACT is in force shall not exceed the lesser of:
- I. The Vehicle Purchase Price, as shown on the DECLARATION PAGE; or
  - II. The NADA retail value of the VEHICLE at the time of the current repair.
- c. Territory: This CONTRACT only applies to BREAKDOWNS that occur within the United States, which means the 50 United States, the District of Columbia and Puerto Rico. This territory does not include Guam or other territories and possessions of the United States.

### 5. INCIDENTAL & CONSEQUENTIAL DAMAGE:

Both OUR and the CONTRACT ADMINISTRATOR'S liability for property damage, bodily injury, loss of use of the VEHICLE, loss of time, inconvenience, commercial loss or any other incidental or consequential damage resulting from the operation, maintenance and/or use of the VEHICLE, is expressly excluded herein.

### 6. SUBROGATION PROVISION:

In the event that a CLAIM is paid under this CONTRACT, YOU agree that WE have all rights of subrogation against those who may be responsible for YOUR BREAKDOWN. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice those rights, and YOU shall execute and deliver to US instruments and papers required to secure and maintain such rights. Further, all amounts recovered by YOU for which YOU have received benefits under this CONTRACT shall belong to, and be paid to US, up to the amount of benefits paid under this CONTRACT.

## 7. EXCLUSIONS FROM COVERAGE:

THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR:

- a. REPAIR COSTS OR EXPENSES REPORTED OR MADE AFTER THE EXPIRATION OF THIS CONTRACT OR NOT PERFORMED BY AN AUTHORIZED REPAIR FACILITY;
- b. REPAIR COSTS OR EXPENSES IF THE VEHICLE HAS BEEN USED FOR THE FOLLOWING PURPOSES: POLICE OR LAW ENFORCEMENT SERVICES, FIRE, AMBULANCE OR EMERGENCY SERVICES, TAXI, LIMOUSINE OR SHUTTLE SERVICES, PICKUP AND/OR DELIVERY OPERATIONS, COMPETITIVE EVENT OR RACING, NEWSPAPER OR MAIL DELIVERY, RENTAL SERVICES, CONSTRUCTION, SECURITY SERVICES, SNOW REMOVAL OR SNOW PLOWING, CABLE OR LINE INSTALLATION, OR HAULING FOR HIRE, OR IF THE VEHICLE HAS BEEN USED FOR HAULING TRAILERS IN EXCESS OF THE MANUFACTURER'S RATED CAPACITY OR HAULING TRAILERS WITHOUT SUITABLE EQUIPMENT, OR IF THE REQUIREMENTS IN THE MANUFACTURER'S MANUAL FOR VEHICLES USED TO PULL TRAILERS ARE NOT FOLLOWED;
- c. REPAIR COSTS OR EXPENSES IF YOU CANNOT PROVIDE TO THE PROVIDER/OBLIGOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE VEHICLE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS, OR IF ANY MECHANICAL OR ELECTRICAL ALTERATIONS HAVE BEEN MADE TO THE VEHICLE WHICH ARE NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING, BUT NOT LIMITED TO, THE USE OF OVERSIZED TIRES, INSTALLATION OF HEADER PIPES OR LIFT KITS, AND REMOVAL OF ANY EMISSION CONTROL OR PARTS SYSTEM;
- d. REPAIR COSTS OR EXPENSES IF THE REPAIR IS STILL COVERED BY THE MANUFACTURER'S WARRANTY OR COVERED BY A RECALL OR SPECIAL POLICY BY THE MANUFACTURER; OR THE BREAKDOWN OCCURRED PRIOR TO THE CONTRACT PURCHASE DATE AS SHOWN ON THE DECLARATION PAGE;
- e. REPAIR COSTS OR EXPENSES IF THE VEHICLE HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, OR FOR ANY ACCIDENTAL LOSS OR DAMAGE RESULTING FROM COLLISION OR UPSET, FALLING MISSILES OR OBJECTS, FIRE, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER, FLOOD, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, OR IF THE VEHICLE IS A TOTAL LOSS, HAS BEEN SALVAGED, REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER, EXCEPT AS OUTLINED IN THIS CONTRACT;

- f. LIABILITIES FOR DAMAGE TO PROPERTY OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, REPAIR, MAINTENANCE OR USE OF THE VEHICLE, WHETHER OR NOT RELATED TO ANY COVERED PART, OR FOR CONSEQUENTIAL LOSSES OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS RESULTING FROM THE OPERATION, MAINTENANCE AND/OR USE OF THE VEHICLE, UNLESS SPECIFICALLY COVERED HEREIN;
- g. ANY MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS CONTRACT OR BY YOUR FAILURE TO MAINTAIN PROPER QUALITIES OR LEVELS OF COOLANTS OR LUBRICANTS;
- h. REPAIRS TO ANY PART THAT HAS NOT SUFFERED A BREAKDOWN, OR IF THE WEAR ON THE PART (IF NOT ALREADY EXCLUDED AS NOTED IN THE "What is not Covered" SECTION OF THIS CONTRACT) HAS NOT EXCEEDED THE PUBLISHED FIELD TOLERANCE ALLOWED BY BMW OR FOR REPAIR COSTS NOT NECESSARY TO CORRECT A BREAKDOWN, OR FOR DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT AUTO REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS;
- i. ANY REPAIR COSTS DUE TO CONTAMINATION OF ANY KIND, CORROSION, RUST, DETONATION, PRE-IGNITION, CARBON BUILD-UP, SLUDGE, ELECTROLYSIS, RATTLES, WATER LEAKS, WIND NOISES;
- j. CHARGES THAT INCLUDE SHOP SUPPLIES, FREIGHT, HAZARDOUS WASTE DISPOSAL, WHEEL ALIGNMENT AND TIRE BALANCE.

Sections 8-11 Set Forth YOUR Responsibilities Under This CONTRACT

## 8. MAINTENANCE REQUIREMENTS:

In order to keep this CONTRACT in effect, YOU must have YOUR VEHICLE serviced and maintained at YOUR expense, in accordance with BMW's established recommendations as outlined in YOUR Service and Warranty Information Statement.

Please ensure that YOUR statement is updated as service and maintenance is performed. Failure to provide evidence of such maintenance or to properly maintain YOUR VEHICLE in accordance with YOUR Service and Warranty Information Statement, may disqualify YOUR VEHICLE from coverage under this CONTRACT.

## 9. WHAT YOU SHOULD DO IN THE CASE OF A BREAKDOWN OF A COVERED PART:

No payment will be made under this CONTRACT without coverage being verified and repairs performed by an approved REPAIR FACILITY. Take YOUR VEHICLE to a REPAIR FACILITY before any work is performed.

YOU must take immediate action to prevent further damage. This CONTRACT will not cover any damage caused by YOUR failure to secure a timely repair of the COVERED PARTS.

- a. Take YOUR VEHICLE to the SELLING RETAILER (except where BMW Financial Services NA, LLC is the SELLING RETAILER) or the nearest REPAIR FACILITY;
- b. Provide the REPAIR FACILITY with a copy of this CONTRACT and/or the CONTRACT number listed on the DECLARATION PAGE. Repairs performed anyplace other than a REPAIR FACILITY are not covered under this CONTRACT;
- c. Provide proof of maintenance to the REPAIR FACILITY, as applicable; and
- d. Pay the DEDUCTIBLE and if applicable, pay the costs for all non-covered repairs.

WE will reimburse the REPAIR FACILITY for the cost of the work performed on the VEHICLE that is covered under this CONTRACT, less the DEDUCTIBLE. YOU must pay for any repair or service that is not covered by this CONTRACT. WE will pay the REPAIR FACILITY on YOUR behalf for repairs to the COVERED PARTS.

## 10. CANCELLATION OF YOUR CONTRACT:

- a. To initiate the cancellation of this CONTRACT, please contact the SELLING RETAILER or the CONTRACT ADMINISTRATOR. To cancel this CONTRACT, YOU must inform the CONTRACT ADMINISTRATOR in writing of YOUR desire to cancel this CONTRACT. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required.

If YOU cancel this CONTRACT within the first sixty (60) days of the "Purchase Date" of this CONTRACT as shown on the DECLARATION PAGE, WE will refund the entire CONTRACT purchase price. If this CONTRACT is canceled after the first sixty (60) days of the "Purchase Date" of this CONTRACT as shown on the DECLARATION PAGE, WE will refund a portion of the "Purchase Price" to YOU calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days that have elapsed since the CONTRACT "Purchase Date" or the number of miles the VEHICLE was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50), unless otherwise specified in Section 14 of this CONTRACT.

If the purchase of this CONTRACT was financed, the refund, if any, will be paid to the "Lienholder" identified on the DECLARATION PAGE, unless proof of payoff is submitted with your written request for cancellation. If YOU are eligible for a refund upon cancellation, those funds shall be paid by the SELLING RETAILER.

- b. WE may cancel this CONTRACT based on one or more of the following reasons:
  - I. Non-payment of the CONTRACT purchase price;
  - II. The VEHICLE is sold or traded, except as set forth in Section 11 below;
  - III. The VEHICLE is repossessed by a "Lienholder";
  - IV. YOU made a material misrepresentation or
  - V. YOU substantially breached YOUR duties under this CONTRACT relating to the VEHICLE or its use.

If this CONTRACT is canceled by US, WE will refund a portion of the CONTRACT "Purchase Price" to YOU or the "Lienholder, as applicable, calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days that have elapsed since the CONTRACT "Purchase Date" or the number of miles the VEHICLE was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50).

If the purchase of this CONTRACT was financed, the refund, if any, will be paid to the "Lienholder" identified on the DECLARATION PAGE, unless proof of payoff is submitted with your written request for cancellation. If YOU are eligible for a refund upon cancellation, those funds shall be paid by the SELLING RETAILER.

- c. If the VEHICLE and this CONTRACT have been financed, the "Lienholder" may cancel this CONTRACT for non-payment or if the VEHICLE is declared a total loss, sold for salvage, or is repossessed. This right of cancellation does not confer ownership of this CONTRACT to the "Lienholder" or otherwise entitle the "Lienholder" to performance under this CONTRACT.

## 11. HOW TO TRANSFER YOUR CONTRACT:

- a. This CONTRACT is for YOUR benefit and is transferable to the next subsequent private purchaser of the VEHICLE only while the CONTRACT is in force and if certain conditions are met. YOU may not transfer this CONTRACT if the VEHICLE is sold or traded (retail or wholesale) to an automobile dealer or automotive wholesaler.
- b. A completed transfer application form together with a fifty-dollar (\$50) transfer fee, unless a different amount is specified in Section 14, must be submitted to the CONTRACT ADMINISTRATOR within thirty (30) days of a change in ownership of the VEHICLE, along with all of the following:
  - I. A notarized copy of the documentation showing change of title and odometer reading;
  - II. Proof of maintenance as recommended by the manufacturer;
  - III. If the manufacturer's warranty requires a transfer, a copy of the completed transfer form;
  - IV. YOUR original Agreement Coverage Booklet and DECLARATION PAGE; and
  - V. The name and address of the new owner.
- c. The requisite transfer application form may be obtained from the CONTRACT ADMINISTRATOR. Transfer applications are subject to approval by the CONTRACT ADMINISTRATOR. In the event the transfer application, fee, and required documentation is postmarked more than thirty (30) days after the change in ownership, then this CONTRACT may become non-transferable.
- d. This CONTRACT may not be transferred within the first ninety (90) days of this CONTRACT'S "Purchase Date," or within ninety (90) days of the effective date of any previous transfer.

## 12. INSURANCE:

This CONTRACT is not an insurance policy, however, in the states of Alabama, Georgia, Hawaii, Mississippi, New York, Oklahoma, Oregon, Texas, Vermont, Virginia, and Wyoming, OUR obligations under this CONTRACT are guaranteed under a service contract insurance policy, issued by American Bankers Insurance Company of Florida, a member company of Assurant Solutions, at 11222 Quail Roost Drive, Miami, Florida 33157. In the event WE fail to pay any valid CLAIM within sixty (60) days after proof of loss has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer. The phone number is 1-800-283-0785.

WARNING: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR APPLICATION CONTAINING INCOMPLETE OR MISLEADING INFORMATION, WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

## 13. 24-HOUR ROADSIDE ASSISTANCE BENEFITS.\*

- a. BMW Roadside Assistance: The BMW Roadside Assistance Program reflects BMW's commitment to YOUR complete satisfaction with the BMW ownership experience. It is available to U.S.-version BMWs in all 50 states of the U.S.A. and Puerto Rico, 24 hours a day, 365 days a year. It is a valuable benefit provided to YOU at no additional cost. (Subject to certain limitations and exclusions noted in section 13[n].)
- b. Owner's Eligibility: YOU are covered if YOUR vehicle is the VEHICLE listed on the DECLARATION PAGE. Coverage is provided for the VEHICLE, regardless of the driver. Protection commences after the expiration of the BMW New Vehicle Limited Warranty as outlined in the "Contract Term" section of this CONTRACT.
- c. Getting Started: Enclosed with the package this booklet was delivered in is a permanent BMW Roadside Assistance identification card. The ORIGINAL IN-SERVICE DATE and the vehicle identification number (VIN) are embossed on the card. This card should be carried by the driver of YOUR VEHICLE.
- d. Calling for Assistance: The toll-free BMW Roadside Assistance number (1-800-332-4269) is answered 24 hours a day by a BMW Roadside Assistance service representative. In order for YOU to receive quick and reliable services, it is essential that YOU provide detailed and accurate information to the service representative.

\* Services provided through and/or by Cross Country Motor Club, Inc., Boston, MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin and Wyoming where services are provided through and/or by Cross Country Motor Club of California, Inc., Boston, MA 02155.

Be prepared to provide:

1. YOUR name and address.
  2. YOUR complete VIN (found on YOUR VEHICLE registration or YOUR permanent BMW Roadside Assistance ID Card).
  3. The model description of YOUR VEHICLE.
  4. The date YOU purchased YOUR VEHICLE.
  5. The color and license plate number of YOUR VEHICLE.
  6. YOUR VEHICLE'S location (including nearby crossroads/intersections, highway mile markers, street numbers, landmarks, etc.).
  7. The location YOU are calling from (including a telephone number where YOU can be reached). If YOU are calling from a public phone, wait there for the return call. Do not leave this location without informing the Roadside Assistance service representative.
  8. A description of YOUR VEHICLE'S problem. Specific and accurate information enables the Roadside Assistance service representative to provide the proper help.
- e. Services: From the information YOU provide, the BMW Roadside Assistance service representative will determine the type of help required.
- f. Dispatch Service: A service vehicle or a flatbed tow truck will be dispatched to the site of YOUR VEHICLE.
- g. On-Site Assistance: On-site service for BMW disablements such as flat tires, dead batteries and/or out-of-fuel conditions is provided up to a maximum of one hundred dollars (\$100) per incident by BMW Roadside Assistance. The cost for parts and fuel, when used on-site, are YOUR responsibility. Neither the BMW New Vehicle Limited Warranty nor the CONTRACT covers any of the above on-site assistance.
- h. Lock-Out: For security purposes, YOU will need to prove ownership by presenting proper documentation, i.e., a valid driver's license, registration, etc. Lock-out service will be provided up to a maximum of one hundred dollars (\$100) per incident.
- i. Towing Service: In the event of a BREAKDOWN normally covered under either the BMW New Vehicle Limited Warranty or the CONTRACT, YOUR VEHICLE will be transported (at no cost to YOU) to the nearest REPAIR FACILITY. YOUR VEHICLE is also covered in the event of an accident or collision. If a mechanical breakdown occurs after normal business hours, YOUR VEHICLE will be transported to a secure location and transported to the nearest REPAIR FACILITY on the next business day. If YOU request that the VEHICLE be taken to a location other than the nearest REPAIR FACILITY,

any additional expense will be YOUR responsibility. However, YOU may request to be taken to a different REPAIR FACILITY as long as it is within 50 additional miles of the "nearest" REPAIR FACILITY. Towing requests for BMW vehicles disabled because of casualty, fire, act of God, or violation of law (federal, state or local) are accepted at YOUR expense. If it is necessary for YOU to have YOUR VEHICLE towed through YOUR own arrangements, YOU must contact BMW Roadside Assistance for prior authorization and instructions on claim procedures. All claims must be submitted to within sixty (60) days of the mechanical breakdown, accompanied by the original receipts. Claims received after that time period may not be honored and are subject to the full discretion of BMW Roadside Assistance. If BMW Roadside Assistance is not contacted for "prior" authorization, the maximum coverage for towing situations is one hundred dollars (\$100).

- j. Sign-and-Drive: In most instances, services provided under the BMW Roadside Assistance Program do not require immediate payment. Usually, YOU will be able to sign a receipt, so the provider of the service can be reimbursed directly by BMW Roadside Assistance. Parts, materials and fuel should be paid by YOU directly to the provider of the services.
- k. Auto Valet Service: Should there be a need beyond BMW Roadside Assistance, Auto Valet will provide a personal assistant who will help in every way to get YOU to YOUR final destination. Auto Valet will help YOU locate a rental car or taxi agency, hotel or even help procure airline reservations. In the event of an emergency, this service will assist YOU in getting information out to the proper party, whether it's business or personal. If unable to make contact, the message relay service will document the information, and will make reasonable efforts to deliver the message to the message recipient.
- l. Trip-Interruption Benefits: Trip-interruption benefits are provided for mechanical breakdowns as follows:
- Mechanical breakdowns that are related to either the BMW New Vehicle Limited Warranty or this CONTRACT (whichever is in effect at the time of the breakdown);
  - Which occur in excess of 100 miles from YOUR residence, and;
  - Repairs that cannot be completed during normal business hours on the same day of the mechanical breakdown.

Reimbursements will be made for meals, lodging, car rentals, and alternate transportation to reunite YOU and YOUR VEHICLE after the VEHICLE has been repaired by a REPAIR FACILITY. Trip-interruption coverage is limited to seven hundred fifty dollars (\$750) per incident, to a maximum of five days per incident. Always contact BMW Roadside Assistance for trip-interruption benefits. They will assist in making all the necessary arrangements.



- m. Car Rental Discounts: Discounts of up to 30 percent are available from Alamo, Avis, Dollars, Hertz and National car rental companies. Benefits may vary with each company and location. Simply display YOUR BMW Service Card (showing the applicable plan number) at the time of rental to secure YOUR discount.
- n. Exclusions: The following are specifically excluded from Roadside Assistance coverage.
- Fines, taxes, or impound towing fees caused by a violation of local or state law.
  - Expenses related to hazardous weather conditions (removal from snow, ice, etc.)
  - Expenses for the removal of snow tires, and mounting or removal of snow chains.

BMW Roadside Assistance Services are provided through and/or by Cross Country Motor Club, Inc., Boston, MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin and Wyoming, where services are provided through and/or by Cross Country Motor Club of California, Inc., Boston, MA 02155.

BMW Roadside Assistance is not a warranty and does not affect YOUR rights under BMW of North America, LLC New Vehicle Limited Warranty, or this CONTRACT.

#### 14. STATE-SPECIFIC DISCLOSURES:

##### CALIFORNIA:

If this CONTRACT is canceled after the first sixty (60) days of receipt of this CONTRACT, WE will refund a portion of the CONTRACT "Purchase Price" to YOU, calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days that have elapsed since the CONTRACT "Purchase Date" or the number of miles the VEHICLE was driven prior to cancellation, less a cancellation fee of ten (10) percent of the purchase price of this CONTRACT or twenty-five dollars (\$25), whichever is less. The transfer fee is twenty-five dollars (\$25).

##### LOUISIANA:

If this CONTRACT is canceled after the first sixty (60) days, WE will refund the unearned CONTRACT Purchase Price to YOU, calculated on a sum of the digits (Rule of 78s) basis. The refund will be equal to the lesser amount produced using either the number of days that have elapsed since the CONTRACT "Purchase Date" or the number of miles the VEHICLE was driven prior to cancellation.

##### ILLINOIS:

If this CONTRACT is canceled after the first sixty (60) days, WE will refund the unearned CONTRACT Purchase Price to YOU, calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days that have elapsed since the CONTRACT "Purchase Date" or the number of miles the VEHICLE was driven prior to cancellation, less a cancellation fee of ten (10) percent of the purchase price of this CONTRACT or fifty dollars (\$50), whichever is less.

##### NEW MEXICO:

If the CONTRACT has been in effect for at least seventy (70) days, the CONTRACT may not be canceled before the Expiration Date or one year after the "Purchase Date," whichever occurs first, except on the following grounds:

1. YOU fail to pay an amount under the CONTRACT when due;
2. YOU are convicted of a crime that results in an increase in the service required under the CONTRACT;
3. YOU have acted fraudulently or have made a material misrepresentation in obtaining the CONTRACT or in presenting a claim for service hereunder;
4. Either of the following is discovered after the "Purchase Date" and such fact substantially and materially increased the service required under the CONTRACT:
  - I. an act or omission by YOU; or
  - II. a violation by YOU of any condition of the CONTRACT.

No cancellation of the CONTRACT is effective until fifteen (15) days after a notice of the cancellation is mailed to YOU.

##### NEW YORK:

YOU have the right to return this CONTRACT within twenty (20) days from the date WE mailed this CONTRACT to you or sixty (60) days from the "Purchase Date," whichever is later. If no claim has been made under this CONTRACT, this CONTRACT shall be void and YOU shall receive a full refund.

If YOU are entitled to a refund under the provisions of this CONTRACT, WE will mail the appropriate refund amount to YOU within thirty (30) days of return of the CONTRACT to US. A 10-percent penalty per month will be added to YOUR refund amount if the refund is not mailed to YOU within the thirty (30) days.

WASHINGTON:

If this CONTRACT is canceled after the first sixty (60) days of the "Purchase Date," WE will refund a portion of the CONTRACT Purchase Price to YOU, calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days that have elapsed since the CONTRACT "Purchase Date" or the number of miles the VEHICLE was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25).

If YOU purchase this CONTRACT within ninety (90) days of the date YOU purchased YOUR VEHICLE from a provider who also sold YOU YOUR VEHICLE, YOUR implied warranty of merchantability is not waived.

The transfer fee is twenty-five dollars (\$25).

SAMPLE CONTRACT ONLY

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