

BMW Financial Services



The Ultimate
Driving Machine



BMW COSMETIC REPAIR INSURANCE.

TERMS & CONDITIONS.

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HOW TO CONTACT US.

We recommend that You save the below telephone numbers to Your mobile phone.

To Make A Claim

Online: <https://claims.mapfre.co.uk/>

By e-mail: criclaims@mapfre.co.uk

By telephone: 0330 400 1514

In writing: 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

Customer Services

By e-mail: enquiries@mapfre.co.uk

By telephone: 0330 400 1514

Telephone lines are open Monday – Friday between the hours of 9.00am – 5.30pm.

If **You** have any difficulties reading this document, please contact the Customer Services Team.

INTRODUCTION.

BMW Cosmetic Repair Insurance has been designed to cover the cost of **Repairs** in the event that the **Insured Vehicle** suffers **Minor Cosmetic Damage** within the **Period of Cover**. Please refer to What Is Covered Under This Insurance on page 10 of this policy.

IMPORTANT: You may only purchase this policy within 60 days of the date **You** take delivery of the **Insured Vehicle**

ELIGIBILITY.

In order to be eligible for this policy, the following must apply throughout the Period of Cover:

- **You** must be a permanent resident of the United Kingdom
- **You** must be the registered keeper and/or owner of the **Insured Vehicle**
- **You** must be a private individual using the **Insured Vehicle** for social, domestic, pleasure, commuting or business purposes
- **You** must hold a current valid United Kingdom driving licence, or hold a full internationally recognised driving licence that is valid for use in the United Kingdom, and;
- **You** must have paid the **Premium**

This policy will not provide cover for:

- Any vehicle with a specialist bodywork finish, including but not limited to; self-healing, chrome illusion, matte or textured finishes, or matte or vinyl bodywork wraps
- Any vehicle with a gross vehicle weight of more than 3,500kg
- Any vehicle named on a contract hire or lease agreement
- Any vehicle insured on any type of motor trade insurance policy; any motor trader, garage or associated company that sells vehicles, the proprietor(s) of such motor trader or garage, or an employee or a direct relative of such proprietor(s)
- Any vehicle used at any time in a public service capacity, such as a Military, Police or Ambulance vehicle
- Any vehicle used at any time for hire and reward; courier or delivery services; short-term self-drive; for the carriage of passengers, including but not limited to taxi services, private hire, or vehicles used for driving instruction purposes in connection with **Your** occupation
- Any vehicle used at any time for any type of competition or rally; racing; any type of track day; off road; speed testing; pace making, or reliability trials
- Motorcycles; scooters; quad bikes; tricycles; mopeds; sidecars; trailers; boats; kit cars; invalid carriages; buses; coaches; motorhomes; stretched limousines; touring caravans, or trucks, or;
- Any vehicle that is more than 7 years old at the **Start Date**

YOUR CONTRACT OF INSURANCE.

This policy and the **Certificate of Insurance** must be read together as they form Your insurance contract with the Insurer.

Insurer

This insurance is underwritten by MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima which is authorised by Dirección General de Seguros y Fondos de Pensiones and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from the insurer on request. MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima is incorporated and registered in Spain and registered as a foreign company in the United Kingdom with company number FC021974, acting through its UK branch with branch number BR008042 and its principal office is at Dixon House, 72-75 Fenchurch Street, London, EC3M 4BR.

Administrator

This insurance is administered by Abraxas Insurance Administration Services Limited who acts on behalf of the Insurer. The Administrator will be referred to throughout this policy as **We, Us** or **Our**. Abraxas Insurance Administration Services Limited is authorised and regulated by the Financial Conduct Authority. Abraxas Insurance Administration Services Limited is registered in England and Wales under company number 02928787 and its registered office is at 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA.

HOW TO MAKE A CLAIM.

Please contact **Us** within 30 days of any **Minor Cosmetic Damage** occurring and have **Your Certificate of Insurance** and vehicle registration number to hand.

Online: <https://claims.mapfre.co.uk/>

By e-mail: criclaims@mapfre.co.uk

By telephone: 0330 400 1514

1. **We** will register the details of **Your** claim and ask **You** to provide at **Your** expense:
 - a) Details of the damage, including;
 - when the damage occurred
 - how the damage occurred
 - where on the **Insured Vehicle** the damage is located
 - the size of the damaged area, and;
 - b) A digital photo of the **Minor Cosmetic Damage**, with a recognisable scale to enable the assessment of the size
2. **We** will review **Your** claim and if it is covered, will pass the information to an **Approved Repairer**, who will contact **You** to arrange a **Repair**.
3. Upon arrival at the **Repair** booking, the **Approved Repairer** will inspect the **Insured Vehicle**. Provided it is parked legally and there is room for the **Repair** to be carried out safely, the **Approved Repairer** will carry out a **Repair**.

Please note: **You** may, if **You** prefer, take the **Insured Vehicle** to a registered BMW repair centre of **Your** choosing for a **Repair** to be completed. If **You** choose to do so an **Authority Number** must be obtained from **Us** prior to **Repairs** being undertaken. The BMW repair centre may not be able to invoice **Us** directly, so in order to be reimbursed **You** will be required to pay the **Repair** cost in full and forward the invoice to **Us** along with the **Authority Number**.

CLAIMS CONDITIONS.

1. If **Minor Cosmetic Damage** occurs as a result of malicious damage, **You** must first report the incident to the Police and **You** must obtain a crime reference number
2. A signature will be required before and after a **Repair** to confirm **Your** acceptance. If the work has not been completed to a satisfactory level, **You** should not sign the release form. In such cases **You** should contact the **Approved Repairer** immediately
3. Any additional costs not covered by, or in excess of the limits of this policy must be settled directly by **You** with the **Approved Repairer**

DEFINITIONS.

Whenever the following words appear in Your policy, they have the meaning given below.

Approved Repairer	The company authorised by Us to carry out Repair work to the Insured Vehicle
Authority Number	Where You take the Insured Vehicle to a registered BMW repair centre of Your choosing, the number issued by Us to confirm that Your Minor Cosmetic Damage claim will be paid
Certificate of Insurance	The certificate issued alongside this policy that sets out the name of the insured, the vehicle covered and the limits applicable to this insurance
Insured Vehicle	The passenger vehicle shown on Your Certificate of Insurance
Minor Cosmetic Damage	<p>The accidental damage to the bodywork of the Insured Vehicle.</p> <p>Vertical surfaces are covered for:</p> <ul style="list-style-type: none">– Chips (up to 15mm in diameter and 3mm in depth)– Scratches (up to 300mm in length and 3mm in depth)– Dents (up to 300mm in diameter and 3mm in depth) <p>Flat/horizontal surfaces are covered for:</p> <ul style="list-style-type: none">– Chips (up to 15mm in diameter and 3mm in depth)– Scratches (up to 300mm in length and 3mm in depth) <p>Bumpers and wing mirror housings are covered for:</p> <ul style="list-style-type: none">– Scuffs (up to 300mm in diameter and 3mm in depth)– Chips (up to 15mm in diameter and 3mm in depth)– Dents (up to 300mm in diameter and 3mm in depth) <p>Damage to flat/horizontal surfaces can only be disguised and may not be repairable so as to be invisible to the naked eye. If the Insured Vehicle is to be returned to the manufacturer/finance company and is subject to a fair wear and tear policy, it is possible that horizontal surfaces that have been disguised will be identified upon inspection and be subject to charges</p>

DEFINITIONS (CONT).

Period of Cover	<p>The period from the Start Date until the earliest of the following:</p> <ul style="list-style-type: none">a) The end of the Period of Cover shown on Your Certificate of Insuranceb) The date on which the Insured Vehicle is written offc) The date this policy is cancelledd) The date the Insured Vehicle is sold or repossessed, or;e) The date the maximum number of Repairs specified on Your Certificate of Insurance has been reached
Premium	The amount payable by You (including any taxes, commissions or charges) for cover under this policy
Repair(s)	The restoration technique used by the Approved Repairer to Repair Minor Cosmetic Damage to the Insured Vehicle . Please note that while the Repair will match the original factory finish as closely as possible, it may not always be possible to match this exactly
Start Date	The date Your insurance policy commences as shown on Your Certificate of Insurance
Territorial Limits	The United Kingdom, the Isle of Man and the Channel Islands; any member countries of the European Economic Area, and Switzerland
You/Your	The individual specified on Your Certificate of Insurance

WHAT IS COVERED UNDER THIS INSURANCE.

Subject to the terms and conditions, this policy will pay to **Repair Minor Cosmetic Damage** to the bodywork of the **Insured Vehicle**.

Where a single incident causes multiple chips, scratches, dents or scuffs but the total diameter of the combined damaged area is no more than 300mm this will be treated as a single claim. Please note: The individual limits specified under the definition of **Minor Cosmetic Damage** will also still apply.

The maximum number of **Repairs** that this policy will provide cover for is specified on **Your Certificate of Insurance**.

WHAT IS NOT COVERED UNDER THIS INSURANCE.

1. Anything that cannot be defined as **Minor Cosmetic Damage** or **Minor Cosmetic Damage** that extends across more than 2 body panels. In the event that the damage extends across more than 2 body panels, the entire claim will be excluded
2. Dents to any flat/horizontal surfaces of the **Insured Vehicle**
3. Scuffs where the front or rear bumper has been cracked, ripped, torn or perforated
4. Damage to the structure/alignment of a panel, or the replacement of any body part, part of a panel or bumper
5. **Minor Cosmetic Damage** to stickers or decals; badges; wing mirrors (mirror housings will be covered); steel or alloy wheels (including wheel trims/hub caps); handles or locks; roof pillars; sunroof; roof rack; accessories; lights; glass; beading, or moulding (including protective plastic) unless part of a panel claim and the **Repair** can be completed without the removal of the beading or moulding
6. VAT if **You** are VAT registered
7. Where the **Insured Vehicle** has two or more different colour paints, any **Repair** where **Minor Cosmetic Damage** transitions from one colour to another. In this instance, the entire claim will be excluded
8. **Minor Cosmetic Damage** caused by the weather such as hail or any gradual process, for example repeated key scratching around locks; fading; rust; unremoved bird droppings or tree sap
9. Any costs for **Repair** that **We** do not authorise in advance
10. Any claim where in the opinion of the **Approved Repairer**, a **Repair** cannot be effectively carried out, or any **Repair** where work will need to be completed by a body shop
11. **Minor Cosmetic Damage** where the paint is cracked or flaked; paintwork discoloration; damage to, or re-application of any form of paint protection film, liquid, wax, or sealant; or any variation in paint colour or finish due to the age of the **Insured Vehicle**
12. Any liability to a third party
13. Loss of use of the **Insured Vehicle** or any other losses that are caused by the event which led to **Your** claim that fall outside the scope of cover of this policy. This includes but is not limited to travel expenses or loss of earnings
14. **Minor Cosmetic Damage** caused by pressure waves of an aircraft or of other aerial device travelling at subsonic or supersonic speed
15. Any claim arising as a result of war; any warlike activity (whether war be declared or not); civil unrest, or any act that the United Kingdom Government considers to be an act of terrorism
16. Any claim that is directly or indirectly caused by ionising radiation; the combustion of nuclear fuel; contamination by radioactivity from any

WHAT IS NOT COVERED (CONT).

nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or associated nuclear parts

17. Any claim that occurs and is notified before the **Start Date**, outside the **Period of Cover**, or outside the **Territorial Limits**

CONDITIONS.

1. If **You** do not adhere to the terms and conditions of this policy, it may delay settlement of **Your** claim
2. **You** must use all reasonable care to maintain the **Insured Vehicle** in an efficient and roadworthy condition and take all reasonable precautions to prevent or minimise loss or damage
3. **Repairs** carried out by an **Approved Repairer** are guaranteed for a period of 5 years from the date of **Repair**, but the Insurer's liability is limited to the cost of rectifying any defective **Repairs**. Please note this guarantee will only apply if **You** have chosen to use an **Approved Repairer**
4. This policy is not renewable
5. This policy is in addition to **Your** legal rights

CHANGES IN YOUR CIRCUMSTANCES.

You must contact Us immediately by e-mail enquiries@mapfre.co.uk or by telephone 0330 400 1514 if any of the following changes in circumstances apply to You:

- **You** change, transfer ownership of, or write-off the **Insured Vehicle**
- **You** change what **You** use the **Insured Vehicle** for (for example, if **You** start using it for commercial purposes)
- **You** customise or make alterations to the **Insured Vehicle**
- **You** change the registration number of the **Insured Vehicle** to a cherished number plate
- **You** change **Your** address
- **You** change **Your** name (for example, due to marriage)

If **You** advise **Us** of a change in **Your** circumstance which results in **You** or the **Insured Vehicle** becoming ineligible for cover, We will cancel **Your** policy. Please refer to the Cancellation Section on page 14 of this policy. Failure to advise **Us** of a change in **Your** circumstances may result in **You** or the **Insured Vehicle** becoming ineligible for cover and **Your** claim not being paid.

PREMIUMS.

If **You** pay for this policy in instalments via an instalment agreement and **You** fail to make a payment on the due date, **We** will write to **You**. **You** have 10 working days from the date **You** receive **Our** letter to rectify this. If **We** do not receive any correspondence within 10 working days from the date **You** receive **Our** letter, **We** will cancel this policy with immediate effect.

If **You** wish to reinstate this policy **You** must pay any outstanding **Premiums** and provide **Us** with a declaration that no claims are known, pending or reported. If **You** do not wish to reinstate this policy **You** should contact **Us** to find out whether **You** are entitled to a partial refund.

Please note that if **You** pay for this policy in instalments via an instalment agreement, any outstanding instalments **You** are contracted to pay will be deducted from any settlement payable.

TRANSFERRING YOUR COVER.

You may transfer the benefits of this policy to a new private owner during the **Period of Cover**, provided that:

- The **Insured Vehicle** is sold or gifted privately and not through a garage, motor trader, auction or similar
- The Eligibility criteria for this policy continues to be met
- There are no repairs outstanding or claims pending, and;
- If **You** have chosen to pay for this policy in instalments via an instalment agreement, the **Premium** must be paid in full

IMPORTANT: The **Start Date**, the **Period of Cover** and the maximum number of **Repairs** that this policy will provide cover for will remain the same.

HOW TO TRANSFER.

- Write to **Us** at Abraxas Insurance Administration Services Ltd, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA within 30 days of the date **You** sell or gift the **Insured Vehicle**, and;
- Provide a copy of the original purchase invoice for the Insured Vehicle

Please note that the transfer will be subject to **Our** approval.

OTHER INSURANCE.

If the risk covered by this policy is also covered by any other insurance, **We** shall only be responsible for paying a fair proportion of any settlement which **We** would otherwise be due to pay.

FRAUD.

If any information provided by **You** or anyone acting on **Your** behalf is inaccurate or fraudulent, or if **You** fail to disclose any information in response to a specific request which might reasonably affect the Insurer's decision to provide cover under this policy, **Your** right to any benefit under this policy will end, and **We** shall be entitled to recover any settlement paid or costs incurred as a result of any such fraudulent or misleading means.

CANCELLATION.

Cancellation within the cooling-off period

You have the right to cancel this policy and to receive a full refund of **Premium** provided no claims are known or reported by giving notice of cancellation within 30 days of the date **You** receive **Your** policy documents. Please quote the number that appears on **Your Certificate of Insurance**.

Cancellation outside the cooling-off period

If the policy is cancelled at any time after the 30 day cooling off period from the date **You** receive **Your** policy documents, provided that no claims are known, pending or reported, **You** will be entitled to a refund of the unused portion of the **Premium** paid to date, minus an administration charge of £15.00. Any refund due will be calculated on a daily pro-rata basis from the date **We** receive the letter, email or phone call of cancellation.

To cancel this policy, please contact **Us** on any of the below:

In writing: Abraxas Insurance Administration Services Ltd, 1 Victoria Street,
Bristol Bridge, Bristol, BS1 6AA
By telephone: 0330 400 1514
By e-mail: cancel@mapfre.co.uk

CANCELLATION (CONT).

We reserve the right, in the event any fraudulent activity, non-payment of **Premium**, or non-compliance with these policy terms & conditions, to cancel this policy at any time before or during the **Period of Cover**. Additionally, once a valid claim has been registered by **Us**, no refund of **Premium** will be due.

FINANCIAL SERVICES COMPENSATION SCHEME.

MAPFRE ASISTENCIA is covered under the Financial Services Compensation Scheme (FSCS). If the Insurer is unable to meet some of their liabilities and **You** make a valid claim, **You** may be entitled to compensation from the FSCS, depending on the type of business and circumstances of the claim.

Protection is at 100% where claims:

- Arise in respect of a liability subject to compulsory insurance
- Arise in respect of a liability subject to professional indemnity insurance
- Arise from the death or incapacity of the policyholder due to injury, sickness, or infirmity

Protection is at 90% where claims arise under other types of policy (including this policy) with no upper limit.

Further information can be obtained from the Financial Services Compensation Scheme:

By telephone: 0800 678 1100 or 020 7741 4100

By e-mail: enquiries@fscs.org.uk

For more information please visit www.fscs.org.uk

DATA PROTECTION.

We need to obtain personal information from **You** to provide **You** with this policy of insurance.

We use **Your** personal information in the following ways:

- To provide **You** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **Our** agents who provide services on **Your** behalf under the terms of the policy
- To confirm, maintain, update and improve **Our** customer records
- To analyse and develop **Our** relationship with **You**
- To help in processing any applications **You** may make
- To identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent)
- To carry out studies of statistics and claim rates
- For the analysis and the prevention of fraud
- For the analysis and the prevention of payment defaults
- For statistical studies by **Us** and/or any sectorial organisation in Europe

We may share **Your** details with other companies within the MAPFRE group to support the administration of **Your** policy. **We** share information with BMW Financial Services (GB) Limited for the purpose of monitoring the branded insurance product scheme and handling complaints and, with **Your** consent only, to identify and market products and services that may be of interest for **You**. **We** deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves.

Information which **You** supply to **Us** in connection with this policy will be held on **Our** computer records. **We** will not keep **Your** personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given to **Us** during **Your** policy. **We** do not hold any information relating to **Your** credit status. If **You** would like a copy of **Your** information, please contact **Our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

We keep records of any transactions **You** enter with **Us** or **Our** partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **Our** legal and regulatory requirements. **We** may keep other personal information about **You** if it is necessary for **Us** to do so to comply with the law.

To assist with fraud prevention and detection **We** may:

- Share information about **You** across **Our** group, with other insurers and, where **We** are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies
- Pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers
- Check **Your** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations who may also use and search these records to:
 - a) Help make decisions about credit and credit related services for **You** and members of **Your** household
 - b) Help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household
 - c) Trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies
 - d) Check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity
 - e) Undertake credit searches and additional fraud searches.

Under the Data Protection legislation, the MAPFRE group can only discuss **Your** personal information with **You**. If **You** would like anyone else to act on **Your** behalf, please contact **Us**. **You** can do this by contacting **Our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

LAW APPLICABLE TO THE CONTRACT.

The parties to this policy can choose the law that applies to it. In the absence of any written agreement to the contrary, the laws of England and the jurisdiction of the English courts will apply.

WHAT TO DO IF YOU HAVE A COMPLAINT.

If **You** have a complaint about how this policy was sold, please contact the motor dealership that **You** purchased this policy from.

If **You** have a complaint about any other aspects of this policy please contact the Customer Care Manager who will investigate the matter:

By e-mail: customerrelationsteam@mapfre.co.uk

By telephone: 0330 400 1420

In writing: The Customer Relations Team, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

We will confirm receipt of **Your** complaint within 5 working days and aim to resolve the problem within 8 weeks

If **You** remain dissatisfied with the way that **Your** complaint has been dealt with, **You** may refer the matter to the Financial Ombudsman Service within 6 months of the date of **Our** final response:

In writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By telephone: 0800 023 4567

For more information please visit www.financial-ombudsman.org.uk

This procedure does not affect **Your** statutory rights and is in addition to any other rights **You** may have to take legal proceedings.

