

BMW Insurance Solutions



BMW ROADSIDE ASSISTANCE ESSENTIAL.

POLICY HANDBOOK.

This document contains three separate sections.

The 'Demands and needs statement' and the 'About us and our insurance services' documents both explain how BMW Roadside Assistance Essential has been sold to you.

The policy wording provides the full terms, conditions and exclusions of the insurance policy for BMW Roadside Assistance Essential.

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DEMANDS AND NEEDS STATEMENT.

BMW Roadside Assistance Essential meets the demands and needs of customers who want roadside assistance insurance for their vehicle.

Roadside Assistance Essential does not cover everything. **You** should read this policy carefully to make sure it offers the cover **you** need.

You may already have other insurance(s) for some or all of the features and benefits this type of policy offers. It is **your** responsibility to check this.

AWP Assistance UK Ltd, trading as BMW Roadside Assistance Services, has only provided **you** with information and has not provided **you** with any advice about whether this product is right for **you** and **your** insurance demands and needs.

ABOUT US AND OUR INSURANCE SERVICES.

BMW Roadside Assistance Services
102 George Street
Croydon
CR9 6HD

1. The Financial Conduct Authority (FCA)

The Financial Conduct Authority is the independent watchdog that regulates financial services. Use this information to decide if **our** services are right for **you**.

2. Whose products we offer?

We offer products from a single insurance company, AWP P&C S.A. This is a French company authorised in France acting through its **UK** Branch.

3. What services will we provide you with?

You will not receive any personal advice or recommendation from **us** for roadside assistance. **We** may ask some questions to narrow down the products that **we** will give **you** details on. **You** will then need to make **your** own choice about how to proceed.

4. What will you pay us for this service?

You will only pay **us** the premium for **your** policy. **You** will not pay **us** a fee for arranging this policy on **your** behalf. AWP P&C S.A. pay **us**, and **we** pay BMW Financial Services for the services to **you**. The payment consists of various fees based on the costs for managing **your** policy.

5. Who regulates us?

This policy is distributed by **BMW Roadside Assistance Services**, which is a trading name of AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD, which is authorised and regulated by the Financial Conduct Authority. **Our** Financial Services Register number is 311909.

AWP P&C S.A. is a company registered in France with ID No 519490080 RCS Paris; registered office 7 Rue Dora Maar, 93400 Saint-Ouen, France acting through its **UK** Branch, AWP P&C (**UK** Branch) registered branch no BR015275 with its registered office at 102 George Street, Croydon, Surrey CR9 6HD. AWP P&C S.A. is authorised and regulated by L'Autorité de Contrôle Prudentiel et de Résolution in France. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority under register number 534384 and limited regulation by the Prudential Regulation Authority.

You can check this on the Financial Services Register by visiting the Financial Conduct Authority's website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

6. What to do if you have a complaint

If **you** want to make a complaint, please contact **us**.

Write to: Customer Service, BMW Roadside Assistance Services, 102 George Street, Croydon CR9 6HD.

Email: customersupport@allianz-assistance.co.uk

Phone: 020 8603 9853

If **you** cannot settle **your** complaint with **us**, **you** can contact the Financial Ombudsman Service: Visit: www.financial-ombudsman.org.uk, write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR, phone: 0800 023 4567 or 0300 123 9 123 or email: complaint.info@financial-ombudsman.org.uk

7. Cover under the Financial Services Compensation Scheme (FSCS)?

For **your** added protection, AWP P&C S.A. are covered by the FSCS. **You** may be entitled to compensation from the scheme if it cannot meet its obligations to **you**, such as its payment obligations.

The scheme covers 90% of any claim to do with **us** advising and arranging the policy, with no upper limit.

Further information about the compensation scheme is available from the FSCS:

Phone: 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk

WELCOME AND IMPORTANT CONTACT DETAILS.

Thank **you** for purchasing a BMW Roadside Assistance Essential policy.

This has been designed to provide assistance for motoring emergencies and includes a comprehensive range of benefits, including car hire, vehicle recovery and redelivery.

BMW drivers have access to a Roadside Assistance Centre, open 24 hours a day, every day of the year.

Please remember that if **your vehicle** requires repair **we** will take it to an authorised BMW Retailer, BMW Service Workshop or approved BMW Bodyshop.

Your confirmation of cover shows the vehicle covered and any special terms and conditions that apply.

It is very important that **you** read the whole of this policy so that **you** understand exactly what is and what is not covered and what to do if **you** need assistance.

Please read this policy wording carefully. If there is anything **you** do not understand, contact **us** right away using the details below.

How to contact us about your policy
Phone: **0345 641 9790**.
Email: **bmwsales@allianz-assistance.co.uk**
Write to: BMW Roadside Assistance Services,
PO Box 1852, Croydon CR9 1PW.

How to contact us if you need Roadside Assistance
If calling from a landline within the **UK**
freephone: **0800 777 111**.
If calling from a mobile within the **UK**:
020 8603 9411.
If calling within the **Republic of Ireland**:
00 44 20 8686 2444.

SUMMARY OF COVER.

The following is only a summary of the main cover limits. **You** should read the rest of this policy for the full terms, conditions and exclusions.

COVER	CLAIM EXCESS	MAXIMUM VEHICLE AGE	MAXIMUM VEHICLE MILEAGE
BMW Roadside Assistance Essential	None.	At the policy start date, your vehicle must not exceed 10 years of age	At the policy start date, your vehicle must not exceed 100,000 miles

NOTE
Some sections of cover have financial limitations. For details, please refer to the benefits section in this policy document.

IMPORTANT INFORMATION.

Insurer and administrator

Your BMW Roadside Assistance Essential insurance is underwritten by AWP P&C S.A. and is administered in the **United Kingdom** by AWP Assistance UK Ltd (trading as **BMW Roadside Assistance Services**).

How your policy works

Your policy and **confirmation of cover** is a contract between **you** and **us**. **We** will pay for any valid claim **you** make or provide assistance covered by this policy that happens during the **insurance period**.

Unless stated otherwise, the benefits and exclusions in each section apply to the **insured vehicle**. **Your** policy does not cover all possible events and expenses.

Certain words have a special meaning as shown on page 13. These words have been highlighted by using bold print throughout the policy document.

Information you need to tell us

There is certain information **we** need to know as it may affect the terms of the insurance cover **we** can offer **you**.

You must, to the best of **your** knowledge, give accurate answers to the questions **we** ask when **you** buy **your** policy. If **you** do not answer the questions truthfully it could result in **your** policy being invalid and could mean that all or part of a claim may not be paid.

If **you** think **you** may have given **us** any inaccurate or incomplete answers, or if **you** need assistance with regards to the purchase of the policy, please call **0345 641 9790** as soon as possible and **we** will be able to tell **you** if **we** can still offer **you** cover.

Fraud

The insurance will be invalid if **you** try to benefit from it through fraud or dishonesty.

Mileage and age limits

At the **policy start date**, **your vehicle** must not exceed 100,000 miles or 10 years of age.

Cancelling your policy

If this cover does not meet **your** needs, or if **you** choose to cancel this policy for any reason within 14 days of receiving the original documentation, **you** can get a full refund of **your** premium, provided no roadside assistance has been given.

After this 14-day period, **you** are entitled to a pro-rata refund, provided no roadside assistance has been given, minus an administration fee of £25.

In either case, if **you** have asked **us** to perform or provide any of the services given under this policy, **we** reserve the right to recover all costs that **we** have paid for the service provided such as, if it later transpires that **you** may not have been entitled to the services.

If the policy is cancelled as a result of **your** action(s), **we** may not issue a refund.

Policy cancellation administration fee

If **you** choose to cancel **your** policy after 14 days, an administration fee of £25 will be deducted from any refund.

To cancel **your** policy, please email **bmwsales@allianz-assistance.co.uk** or phone: **0345 641 9790**.

Data protection notice

We care about **your** personal data.

This summary and **our** full privacy notice explain how **we** protect **your** privacy and use **your** personal data.

Our full privacy notice is available here: **www.bmw-warranty.co.uk/privacy-policy**

If a printed version is required, please write to **us** at:

Customer Service (Data Protection),
BMW Roadside Assistance Services,
102 George Street, Croydon CR9 6HD.

- How will **we** obtain and use **your** personal data?

We will collect **your** personal data from a variety of sources including:

- Data that **you** or **your** representative(s) give to **us**; and
- Data that may be provided about **you** from certain third parties such as the manufacturer of **your vehicle** and their franchised retailers and authorised repairers.
- Data collected through initial voice tool (Voicebot or equivalent) and call recordings (such as phone conversations with **us**) may be recorded. Additional information may be relayed to **you** as to how data is processed when **you** phone **us**.

We will collect and process **your** personal data in order to comply with **our** contractual obligations, **our** legal obligations, **our** regulatory obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with **you**;
- To demonstrate compliance with **our** legal and/or regulatory obligations;
- Informing **you** of products and services which may be of interest to **you**.

- Who will have access to **your** personal data?

We may share **your** personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;

- Organisations who **we** deal with which provide part of the service to **you** such as motor dealerships and recovery operators;
- To meet **our** legal and/or regulatory obligations including providing information to the relevant ombudsman or regulator if **you** make a complaint about the product or service that **we** have provided to **you**.

We will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us your** consent to do so.

- How long do **we** keep **your** personal data?

We will keep voice recordings for a minimum of two years (up to a maximum retention period of 10 years) and **your** other personal data for a maximum of 10 years from the date the insurance relationship between **us** ends. If **we** are able to do so **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

- Where will **your** personal data be processed?

Your personal data may be processed both inside and outside the **United Kingdom (UK)** and the European Economic Area (EEA).

Whenever **we** transfer **your** personal data outside the **UK** and the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the **UK** and the EEA receive an adequate level of protection.

- What are **your** rights in respect of **your** personal data?

You have certain rights in respect of **your** personal data. **You** can:

- Request access to it and learn more about how it is processed and shared;
 - Request that **we** restrict any processing concerning **you**, or withdraw **your** consent where **you** previously provided this;
 - Request that **we** stop processing it, including for direct marketing purposes;
 - Request that **we** update it or delete it from **our** records (where **we** are able to delete call recordings, **we** may still make and/or retain notes of the conversation);
 - Request that **we** provide it to **you** or a new insurer; and
 - File a complaint.
- Automated decision making, including profiling
We carry out automated decision making and/or profiling when necessary.
 - How can **you** contact **us**?
If **you** would like a copy of the information that **we** hold about **you** or if **you** have any queries about how **we** use **your** personal data, **you** can contact **us** as follows:

By post: Customer Service (Data Protection), Allianz Partners, 102 George Street, Croydon CR9 6HD

By email: AzPUKDP@allianz.com

Contracts (Rights of Third Parties) Act 1999

The parties do not intend any term of the agreement to be enforceable pursuant to the Contract (Rights of Third Parties) Act 1999.

Financial Services Compensation Scheme (FSCS)

For **your** added protection, the **insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover provides protection for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 020 7741 4100, or by visiting their website at www.fscs.org.uk

Governing law

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this policy the English courts shall have exclusive jurisdiction.

DEFINITIONS.

Some words and phrases have specific meanings and are defined in this section. For easier reading, they are presented in alphabetical order and are formatted in bold.

Area of cover

You will not be covered if **you** travel outside the areas shown below.

- **United Kingdom, UK and Republic of Ireland**

United Kingdom, UK is defined as: England, Scotland, Wales, Northern Ireland, Channel Islands and Isle of Man.

Confirmation of cover

The letter or email sent confirming **your** policy number, **insured vehicle** details and **policy start date** and end date.

Home, home address

Your permanent, fixed address for legal and tax purposes in the **United Kingdom**.

Immobilisation, immobilised

Electrical or mechanical breakdown, road accident, loss of keys, loss, damage or destruction by fire, theft or vandalism.

Insurance period

Your BMW Roadside Assistance Essential lasts for 12 months.

Insured vehicle/your vehicle

The vehicle covered by this policy as shown on the **confirmation of cover**.

The vehicle must be **UK** registered and **your** cover will end if the vehicle is exported.

Insurer

AWP P&C S.A.

Passengers

The people in **your vehicle** at the moment BMW Roadside Assistance Essential is required, up to the maximum number of passengers legally allowed in the **insured vehicle**.

Policy start date

The date **your** policy cover starts as shown on the **confirmation of cover**.

Private owner

An individual not engaged in the business of purchasing, selling or servicing of motor vehicles.

We, our, us, BMW Roadside Assistance Services

AWP Assistance UK Ltd which administers the insurance on behalf of the **insurer**.

You, your

The owner or user of the **insured vehicle** as shown on the **confirmation of cover**.

You must be at least 18 years old to buy this policy.

WHAT TO DO IF YOU NEED ASSISTANCE.

If **you** are not sure if **you** need assistance, please phone **us** first. Do not make **your** own arrangements before contacting **us**. If **you** need assistance after an accident, vehicle breakdown, fire or theft, contact **us** with the following details.

- **Your** name and exact location
- A contact telephone number
- Policy number or registration number and colour of **your vehicle**
- Details of what has happened.

If calling from a landline within the **UK** freephone: **0800 777 111**

If calling from a mobile within the **UK** phone: **020 8603 9411**

If **you** are in the **Republic of Ireland** phone: **00 44 20 8686 2444**.

All calls may be recorded and used for claims handling and administration purposes and for training purposes.

The following pages detail the benefits provided by BMW Roadside Assistance Essential. Please read these carefully.

BENEFITS.

All costs quoted within this document are inclusive of VAT.

Home and roadside assistance

If **your vehicle** is **immobilised** at **home** or elsewhere in the **UK** or **Republic of Ireland**, **we** will arrange assistance for **you**. Whenever practical, **you** will be assisted by a BMW Customer Service Vehicle. If the problem cannot be fixed at the roadside, **we** will pay the costs of taking **your vehicle** to the nearest authorised BMW Retailer or BMW Service Workshop or to the retailer or workshop nearest to **your home address**.

Storage

If **your vehicle** has to be stored following recovery by **us**, **we** will pay for the cost of storage up to a maximum of £50.

TERMS AND CONDITIONS.

Adverse weather conditions

When **we** experience adverse weather conditions, such as high winds, snow, floods, etc., external resources may be busy and some operations become physically impossible until the weather improves. At such times, **our** priority is to ensure that **you** and **your passengers** are taken to a place of safety and so the recovery of **your vehicle** may not be possible until weather conditions improve.

Wrong fuel

If **your vehicle** is **immobilised** as a result of using the wrong fuel, **we** will cover the cost of recovering **your vehicle** to the nearest authorised BMW Retailer or BMW Service Workshop.

Please note: the other benefits listed in this document do not apply if **you** use incorrect fuel and **you** will need to pay for any replacement parts or other costs.

Lock out/lost keys

We will help **you** access **your vehicle** in the most practical way if **you** are locked out. However some security systems make this difficult if spare keys are not available. If **we** need to force entry, **you** will need to sign a declaration giving **your** permission and accepting responsibility for any damage caused.

Punctures – Mobility System

If **you** get a puncture and **your vehicle** has a Mobility System, **you** can find instructions on how to use it in **your** owner's handbook or on the device itself. Alternatively, **we** will be happy to explain how the system works to help **you** carry out a temporary repair and continue **your** journey.

Release fees

If **your vehicle** is stolen and later recovered by the police, **you** may need to pay a release fee before **we** can move it to an authorised BMW Retailer or BMW Service Workshop or to **your home address**.

Although **we** can arrange to guarantee these costs on **your** behalf, the payment of such fees is **your** responsibility.

Specialist charges

If **your vehicle** needs specialist equipment for recovery, for example if it has, left the highway, is in a ditch, is standing on soft ground, sand, shingle, stuck in water or snow or has been **immobilised** by the removal of its wheels, **we** will arrange recovery but **you** will be responsible for the costs. These costs may be refundable under **your** motor insurance policy.

EXCLUSIONS.

We will not pay for the following.

- Any costs **you** didn't get **our** approval for.
- Any costs **you** would normally pay, such as fuel and toll charges.
- The cost of replacement parts and/or labour costs of anyone other than **us**.
- Any costs from taking part in motor racing, rallies, speed, track days or duration tests.
- Any costs resulting from **your vehicle** not being roadworthy or not being serviced in line with the manufacturer's recommendations. If **we** believe that a recurring fault is due to poor maintenance, **we** may ask for proof of servicing and require **your vehicle** to be taken to an authorised BMW Retailer or BMW Service Workshop.
- Any costs related to **your** participation in a criminal act or offence.
- Any costs related to being under the influence of alcohol, solvent abuse or drugs.
- Any consequential losses caused by **your vehicle** being **immobilised**.
- Any loss, theft, damage, death or bodily injury cost or expense caused by the event **you** have made a claim for.

POLICY RENEWAL.

We will send **you** a renewal notice before **your insurance period** ends, as shown on **your confirmation of cover**.

We may change **your** cover terms or premium rates at the renewal date.

We also have the right to vary the terms, conditions and exclusions during the **insurance period** by writing to **you** and giving **you** at least 60 days notice.

MAKING A COMPLAINT.

We aim to get it right, first time, every time. If **we** make a mistake **we** will try to put it right straight away.

To make a complaint, please use the following contact details.

Post

Customer Service
BMW Roadside Assistance Services
PO Box 1852
Croydon
CR9 1PW

Phone

020 8603 9853.
Lines are open Monday to Friday between 9am and 5pm.

Email

bmwcustomersupport@allianz.com

We will confirm **we** have received **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot, **we** will let **you** know when an answer may be expected.

If **we** have not resolved the situation within eight weeks, **you** can contact the Financial Ombudsman Service:

Website

www.financial-ombudsman.org.uk

Post

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone

0800 023 4567 or 0300 123 9 123

Email

complaint.info@financial-ombudsman.org.uk

Using this complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

TRANSFER OF OWNERSHIP FORM.

If **you** have paid the full premium for this policy and **you** sell **your vehicle** directly to a **private owner** without the use of any motor trader, third party or intermediary, any remaining cover can be transferred to the new **private owner** by completing this form. This form must be signed by **you** and the new **private owner**.

You (the existing policyholder named on the **confirmation of cover**) must sign and send this form to **us**. **We** cannot accept this form from the new owner.

Policy number:

Vehicle registration number:

Vehicle VIN/chassis number:

Title:

Initials:

Surname:

Full address (including postcode):

Mobile number:

Home number:

E-mail address:

Mileage at transfer date:

I (name) _____ want to transfer the balance of my BMW Roadside Assistance Essential to the new owner detailed above.

Signature of previous owner

Date

Signature of new owner

Date

☐ Please tick this box to confirm the **insured vehicle** was sold privately from the current owner to the new **private owner** and no motor trader, third party or intermediary has been involved.

Email the completed form to: **bmwsales@allianz-assistance.co.uk**



CHANGE OF CONTACT DETAILS FORM.

Please enter new address and details below:

Policy number: _____

Vehicle registration number: _____

Vehicle VIN/chassis number: _____

Title: _____ **Initials:** _____

Surname: _____

New address (including postcode): _____

Mobile number: _____

Home number: _____

E-mail address: _____

I confirm that the details provided are correct.

Your signature **Date**

Please email the completed form to: **bmwsales@allianz-assistance.co.uk**



BMW Roadside Assistance Essential is underwritten by AWP P&C S.A., a company registered in France with ID No 519490080 RCS Paris Registered Office 7 Rue Dora Maar, 93400 Saint-Ouen, France, acting through its UK Branch, AWP P&C (UK Branch), Registered Branch No. BR015275. Registered Office: 102 George Street, Croydon CR9 6HD. Authorised and regulated by L'Autorité de Contrôle Prudentiel et de Résolution in France. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority under no. 534384 and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

BMW Roadside Assistance Essential is administered in the UK by AWP Assistance UK Ltd (trading as BMW Roadside Assistance Services). Registered in England number 1710361. Registered Office: 102 George Street, Croydon CR9 6HD.

AWP Assistance UK Ltd which is an Allianz Group company is authorised and regulated by the Financial Conduct Authority under no. 311909.

AWP Assistance UK Ltd act as an agent for AWP P&C S.A. with respect to the receipt of customer money, for the purpose of settling claims and handling premium refunds.

**This policy is available in large print, audio and Braille.
Please phone 0345 641 9790 and we will be pleased to
organise an alternative for you.**