



BMW SHORTFALL INSURANCE.

POLICY WORDING.

BMW Insurance Solutions.



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ABOUT YOUR BMW SHORTFALL INSURANCE.

In return for **Your** payment of the **Premium, We** agree to insure **You** in accordance with the terms and conditions contained in the policy documentation provided to **You** in writing by **Us**.

GardX Assure Limited is authorised to sign and issue these documents on **Our** behalf.

In witness whereof this Insurance **Policy** has been signed on behalf of the Insurer by:



Mr. Victor Coutin

GardX Assure Limited



1. ABOUT YOUR CERTIFICATE.

BMW Shortfall Insurance has been designed to cover the 'gap' between the **Motor Insurance Settlement** and either the amount **You** paid for the **Insured Vehicle**, or the **Finance Early Settlement Balance** payable by **You** to the **Finance Company** if the **Insured Vehicle** is declared a **Total Loss** within the **Period of Cover**. Please refer to Section 4. Cover Provided of this Policy Wording.

The **Schedule** is subject to the terms of this Policy Wording and it shows the **Insured Vehicle** that is covered by this Shortfall Insurance.

This Policy Wording includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with **Your** other policy documentation such as **Your Schedule**. Words with special meanings have been listed within the definitions below. These words are printed in bold whenever they appear in this Policy Wording.

Please take the time to read **Your** policy documentation. If **You** have any questions or there is anything that **You** do not understand, please contact GardX Assure on 020 3325 7264 by telephone, or at support-bmwprotect@gardx.co.uk by email.

We have listed the exclusions that apply to **Your** Shortfall Insurance below.

Please read this Policy Wording carefully as **Your** failure to comply with any of its terms may render **Your** Shortfall Insurance invalid and could jeopardise the payment of any claim which might arise.

This Policy Wording tells **You** what is covered, how claims are administered and other important information.

This insurance is administered by GardX Assure Limited, **They** will help **You** with any questions **You** may have and deal with any claims. **You** should also contact them if **You** need to make any changes to the information disclosed when **You** arranged this insurance.

GardX Assure Limited is registered in England under company Registration Number 9339557 and is authorised and regulated by the Financial Conduct Authority, Registration Number 711212. Their registered office is at Unit 7, Clovelly Business Park, Clovelly Road, Southbourne, Emsworth, United Kingdom, PO10 8PE.

This **Policy** is underwritten by Helvetia Swiss Insurance Company in Liechtenstein Ltd. Helvetia Swiss Insurance Company in Liechtenstein Ltd., whose registered office is at Aeulestrasse 60, FL-9490 Vaduz, Liechtenstein, is authorised and regulated by the Financial Market Authority of the Principality of Liechtenstein (FMA), and subject to limited regulation by the Financial Conduct Authority for the conduct of UK business. **You** can check this on the FCA website at <https://register.fca.org.uk>.

2. ELIGIBILITY.

- 2.1 **You** may only purchase this **Policy** within 60 days from the date **You** take delivery of the **Insured Vehicle**.
- 2.2 In order to be eligible for this **Policy**, the following must apply throughout the **Period of Cover**:
 - 2.2.1 **You** must be a permanent resident of the United Kingdom, or in the case of a corporate body, must be registered in the United Kingdom;
 - 2.2.2 **You** must be the registered keeper and/or owner of the **Insured Vehicle**, or the **Insured Vehicle** must be financed by **You**;
 - 2.2.3 **You** or any person permitted to drive the **Insured Vehicle** 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 entitles **You** to legally drive the **Insured Vehicle**, and;
 - 2.2.4 **You** must have paid the **Premium**.
- 2.3 The **Insured Vehicle** must:
 - 2.3.1 Be covered by **Your Motor Insurance** policy throughout the **Period of Cover**;
 - 2.3.2 Be purchased from the **Supplying Retailer**;
 - 2.3.3 Be listed in **Glass's Guide**, and;
 - 2.3.4 Be registered and used principally within the United Kingdom.
- 2.4 The **Insured Vehicle** must not:
 - 2.4.1 Have been purchased via a private sale, or;
 - 2.4.2 Have been previously written off.
- 2.5 This **Policy** will not provide cover for:
 - (a) Any vehicle with a gross vehicle weight of more than 3,500kg;
 - (b) Any vehicle named on a contract hire or lease agreement;
 - (c) 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);
 - (d) Any vehicle used at any time in a public service capacity, such as a Military, Police or Ambulance vehicle;

ELIGIBILITY (CONT).

- (e) Any vehicle used at any time for hire and reward; courier or delivery services; short-term self-drive, or for the carriage of passengers, including but not limited to taxi services and private hire. For the purposes of this Insurance **Policy**, driving school vehicles or vehicles used for driving instruction purposes are covered, provided the **Insured Vehicle** complies with this policy's Eligibility criteria throughout the **Period of Cover**;
- (f) Any vehicle used at any time for any type of competition or rally; racing; any type of track day; off road; speed testing; pacemaking, or reliability trials;
- (g) Motorcycles; quad bikes; scooters; tricycles; sidecars; kit cars; invalid carriages; buses; coaches; stretched limousines; touring caravans; or any vehicle with a non-manufacturer fitted LPG conversion;
- (h) Any vehicle that has been modified other than in accordance with the manufacturer's specifications, or;
- (i) Any **Grey or Parallel Import**, or any vehicle built for use outside of the United Kingdom unless manufactured as right hand drive and purchased from an authorised United Kingdom distributor.

3. DEFINITIONS.

The following words will have the meanings described below wherever they appear in this Policy Wording:

Administrator/They means GardX Assure Limited. Whenever **You** contact them please quote the product number on **Your Schedule**;

Early Settlement Amount means the amount required to settle **Your Finance Agreement** at the date of **Total Loss** excluding any amount carried over from a previous **Finance Agreement**, any insurance premiums, additional interest charges, discounts, incentives and cashbacks, arrears, title discharge fees and any other financed amount not relating specifically to the **Insured Vehicle**;

End Date means the date **Your** BMW Shortfall Insurance cover ends;

Finance Agreement means the initial agreement between **You** and the **Finance Company** arranged by the **Supplying Retailer** for the purchase of the **Insured Vehicle**;

Finance Company means a United Kingdom lender with whom **You** have agreed a loan or credit agreement for the purchase of the **Insured Vehicle** through the **Supplying Retailer**;

Finance Early Settlement Balance means the net balance payable by **You** to the **Finance Company** at the date of **Total Loss**, less anything noted under Section 5. Exclusions of this **Policy**;

Glass's Guide means a motor industry publication, which provides vehicle valuations;

Grey or Parallel Import means new or used vehicles legally imported from another country through channels other than the manufacturer's official distribution system;

Incident means the cause of the claim;

Insured Vehicle means the vehicle described in **Your Schedule**;

Market Value means the value of the **Insured Vehicle** at the date of **Total Loss** by reference to **Glass's Guide** retail transacted value. Please note that if modifications have been made, or additional manufacturer fitted accessories included at the time of purchase, **We** may request an assessor's report to establish the value of the **Insured Vehicle**;

Maximum Benefit means the claim limit shown on the **Schedule**, which includes any **Motor Insurance** excess;

Motor Insurance means a comprehensive policy of motor insurance issued by an insurer authorised to sell insurance in the United Kingdom, which is maintained in **Your** name, lists any person permitted to drive the **Insured Vehicle** and is valid throughout the **Period of Cover**;

DEFINITIONS (CONT).

Motor Insurance Settlement means the value of the **Insured Vehicle** at the date of **Total Loss** as assessed by **Your Motor Insurance** provider or the **Third Party's Motor Insurance** provider, excluding: any deductions for damage not associated with the **Total Loss** claim; any deductions made where **You** fail to maintain the **Insured Vehicle** or keep it in a roadworthy condition; any salvage amount if **You** retain the **Insured Vehicle**; any more than the limit for **Motor Insurance** excess, or any outstanding premium owed to **Your Motor Insurance** provider;

Motor Insurer means an authorised **Motor Insurance** company that issued **Your** policy of **Motor Insurance** to **You**;

Negative Equity means any finance or outstanding debt and resulting interest due on or carried across to the **Insured Vehicle** from a previous finance agreement that was in **Your** name and secured against the part exchanged vehicle;

Net Invoice Price means the amount **You** paid for the **Insured Vehicle** not including anything noted under Section 5. Exclusions of this **Policy**;

Period of Cover means the period as shown in the **Schedule** from the **Start Date** up to either the:

- (a) **End Date**;
- (b) The date on which a valid claim is registered by **Us** under this **Policy**;
- (c) The date this **Policy** is cancelled, or;
- (d) The date the **Insured Vehicle** is sold, transferred to another party, or repossessed;

This insurance cover is non-renewable;

Policy means this document, together with the **Schedule**;

Premium means the amount payable by **You** (including any taxes, commissions or charges) for cover under this **Policy**;

Schedule means the document issued to **You** containing important information about **You**, the **Insured Vehicle**, the **Start date** and the **Premium**;

Start Date means the date this insurance cover commences as shown on the **Schedule**;

Supplying Retailer means the authorised motor dealer that supplied the **Insured Vehicle** and sold **You** this **Policy**;

DEFINITIONS (CONT).

Territorial Limits means the United Kingdom. The **Insured Vehicle** is also covered in the European Economic Area (EEA), Isle of Man, Channel Islands and Switzerland, providing **You** maintain a comparable level of cover on **Your Motor Insurance** equivalent to the cover **You** have in the UK and that this cover is in force on the date of **Total Loss**;

Third Party's Motor Insurance means the motor insurance provider of the third party, where a the third party is liable for the **Total Loss** of the **Insured Vehicle**;

Total Loss means the **Total Loss** of the **Insured Vehicle** is the subject of accidental or malicious damage, fire or theft to the extent that a claim is paid as full and final settlement under **Your Motor Insurance** or a **Third Party's Motor Insurance**, and the **Insured Vehicle** is recorded as salvage category A, B, N or S;

We/Us/Our means Helvetia Swiss Insurance Company in Liechtenstein Ltd.;

You/Your/Yourself means the individual or corporate body named as the policyholder on both the **Schedule** and **Your Motor Insurance** policy. This **Policy** will also provide cover for any person who is permitted to drive the **Insured Vehicle** provided they hold comprehensive cover under **Your Motor Insurance**.

4. COVER PROVIDED.

- 4.1 Subject to the terms & conditions, if the **Insured Vehicle** is declared a **Total Loss**, this **Policy** will cover the difference between the **Motor Insurance Settlement** and the greater of:
- (a) The **Net Invoice Price** of the **Insured Vehicle**, or;
 - (b) The **Finance Early Settlement Balance** payable to the **Finance Company** at the date of **Total Loss**.
- 4.2 Any settlement amount will include all manufacturer-fitted and manufacturer-approved dealer-fitted accessories purchased for the **Insured Vehicle**, provided these are listed on the original purchase invoice for the **Insured Vehicle** and are present at the date of **Total Loss**.
- 4.3 If **You** incur a **Motor Insurance** excess as part of **Your Motor Insurance Settlement** and **We** authorise **Your** claim, **We** will also pay **You** up to a limit of £500 toward the cost of **Your Motor Insurance** excess, as part of the **Maximum Benefit** payable under this **Policy**.

Please note that no **Motor Insurance** excess contribution will be made where **You** are eligible for a replacement vehicle under the terms of **Your Motor Insurance** policy.

The **Maximum Benefit** that **We** will pay under this **Policy** is specified on **Schedule**.

Any settlement due under 4.1(a) and 4.3 will be paid to **You**, and any settlement due under 4.1(b) will be paid to the **Finance Company**. If there is any amount still owing on the **Finance Agreement** after **Your** claim has been settled, it is **Your** responsibility to ensure that settlement of this amount is made.

In the event that **You** settle the outstanding **Finance Agreement** prior to its scheduled expiry date or the **Finance Agreement** is settled, extended or for any reason ceases to exist prior to the **Total Loss** of the **Insured Vehicle**, this **Policy** will only provide cover under Sections 4.1(a), 4.2 and 4.3.

- 4.4 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.

5. EXCLUSIONS.

- 5.1 **You** are not covered for the following:
 - 5.1.1 Any claim where the **Insured Vehicle** is not declared a **Total Loss**, or where no **Motor Insurance Settlement** is paid to **You** or the **Finance Company**;
 - 5.1.2 Any claim where the **Insured Vehicle** is stolen or driven without **Your** consent by any person who has access to a removable vehicle ignition device (e.g. key or fob), including but not limited to family members, spouse and partner, unless access was gained through forced and violent means;
 - 5.1.3 Any claim where the **Insured Vehicle** is left unattended unless all security devices/immobilisers present on the **Insured Vehicle** have been activated and the vehicle is locked, or any claim where a removable ignition device is left unsecured, or in, or on, the **Insured Vehicle**;
 - 5.1.4 Any **Total Loss** that occurs while the **Insured Vehicle** is in the control of anyone not permitted to drive the **Insured Vehicle**, unless the **Total Loss** occurs as a result of fire or theft;
 - 5.1.5 VAT if **You** are VAT registered;
 - 5.1.6 Any claim if the driver of the **Insured Vehicle** is intoxicated by alcohol, under the influence of non-prescribed drugs, or where they have been advised not to drive by a registered medical practitioner;
 - 5.1.7 Any discount given by the **Supplying Retailer**; government grants; vehicle contents; cash back; missed payments, arrears, or any interest due under the terms of the **Finance Agreement**; administration/credit facility, option to purchase, or documentation fees; credit protection insurance; end of lease penalty charges (including but not limited to excess mileage; late payment charges; title discharge fees; loss/damage excess, or wear and tear charges); delivery charges; electric vehicle batteries that are leased/hired from a third party; vehicle excise duty; paintwork and/or upholstery protection kits; new vehicle registration fees; cherished number plates; fuel; insurance premiums (including the **Premium**); warranty, roadside assistance, servicing and maintenance plans or charges; any secondary schedule(s) noted in the **Finance Agreement**, or any outstanding debt transferred from a previous vehicle or financial arrangement (otherwise known as **Negative Equity**);
 - 5.1.8 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;

EXCLUSIONS (CONT).

- 5.1.9 Any **Total Loss** that occurs as a result of the **Insured Vehicle** being modified other than in accordance with the manufacturer's specification;
- 5.1.10 Any claim where the **Insured Vehicle** can be repaired but **You** have asked for the motor insurance claim to be dealt with on a **Total Loss** basis;
- 5.1.11 Damage caused by pressure waves of an aircraft or of other aerial device travelling at subsonic or supersonic speed;
- 5.1.12 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;
- 5.1.13 Any **Total Loss** that is directly or indirectly caused by ionising radiation; the combustion of nuclear fuel; contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or associated nuclear parts;
- 5.1.14 Any **Total Loss** that occurs and is notified before the **Start Date**, outside the **Period of Cover**, or outside the **Territorial Limits**.

6. GENERAL CONDITIONS.

- 6.1 **You** must fulfil certain obligations in order to ensure that **Your** Shortfall Insurance remains valid:
- 6.1.1 **You** must report **Your** claim within 120 days of the **Incident** occurring;
- 6.1.2 **You** must maintain the **Insured Vehicle** in an efficient and roadworthy condition;
- 6.1.3 **You** must give **Us** true and complete information and **You** must comply with **Our** reasonable requests;
- 6.1.4 **You** must follow the prescribed claims procedure as explained in this Policy Wording or by the **Administrator**;
- 6.1.5 **You** must inform **Us**, via the **Administrator**, if any of the details in **Your Schedule** are incorrect or need updating, as well as the following:
- (a) **You** change or transfer ownership of the **Insured Vehicle**;
 - (b) **You** change what **You** use the **Insured Vehicle** for (for example, if **You** start using it for commercial purposes);
 - (c) **You** customise or make alterations to the **Insured Vehicle**;
 - (d) The **Finance Agreement** is cancelled, paid off or reaches its scheduled expiry.
- 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 Section 7. Cancellation and Cooling off Period of this Policy Wording. 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.
- 6.1.6 **You** must use **Your** best endeavours to obtain the maximum possible settlement under **Your Motor Insurance** policy or the **Third Party's Motor Insurance**. See Section 9. How to Make a Claim of this Policy Wording.
- 6.2 If **You** do not adhere to the terms and conditions of this **Policy**, it may delay settlement of **Your** claim.
- 6.3 This **Policy** will only provide cover for the initial **Finance Agreement** taken out at the time **You** purchase this **Policy**.
- 6.4 This **Policy** is in addition to **Your** legal rights.

7. CANCELLATION AND COOLING OFF PERIOD.

- 7.1 **We** trust that **You** will be happy with **Your** Shortfall Insurance. However, **You** have the right to cancel it within 30 days of receiving **Your Policy** by contacting **Your Supplying Retailer** who will arrange a refund.
- 7.2 If **You** cancel after the first 30 days **You** can receive a pro rata refund for the number of complete unexpired days remaining of **Your Policy**, subject to a cancellation fee of £15. If **You** wish to cancel **Your Policy** please contact the **Administrator** on 020 3325 7264.
- 7.3 The cancellation date will be the date the documents are received by the **Administrator**.
- 7.4 **We** reserve the right to cancel this Shortfall Insurance by giving **You** 30 days' notice at any stage during the **Period of Cover**. In this event, **We** will refund **You** for the unexpired portion of **Your Premium** if no claims have been paid.
- 7.5 **We** may cancel **Your Policy** due to the non-payment of **Premium**, if **You** use threatening or abusive behaviour or language or **We** have reasonable suspicion of fraud. This is not an exhaustive list.
- 7.6 If **You** are paying for **Your Policy** via a monthly funding option, and **You** wish to cancel **Your Policy**, **You** may be entitled to a pro rata refund. **We** will pay the refund to the finance provider, who will refund **You** once any funding costs have been deducted. If **You** owe more than the pro rata refund amount, **You** will be liable for any outstanding costs.
- 7.7 If **You** are paying for **Your Policy** via a monthly funding option, and **You** default on **Your** payments, **Your Policy** will be cancelled. **You** may be entitled to a pro rata refund. **We** will pay the refund to the finance provider, who will refund **You** once any funding costs have been deducted. If **You** owe more than the pro rata refund amount, **You** will be liable for any outstanding costs.
- 7.8 **We** will not refund any **Premium** paid if a claim has been paid or if an **Incident** that may give rise to a claim has occurred.

8. AUTOMATIC TERMINATION.

- 8.1 **You** Shortfall Insurance will automatically terminate on the earliest date of when one of the following events happen:
 - 8.1.1 **You** dispose of, or transfer ownership of the **Insured Vehicle** to another party, and **You** do not inform **Us**;
 - 8.1.2 **You** dispose of, or transfer ownership of the **Insured Vehicle** to a garage, motor trader, auctioneers or similar company;
 - 8.1.3 **Your Policy** expires as per **Your Schedule**;
 - 8.1.4 **You** cease to be resident in the United Kingdom.

9. HOW TO MAKE A CLAIM.

If **You** wish to make a claim under this insurance cover, please contact the **Administrator** on:

By email: **support-bmwprotect@gardx.co.uk**

By telephone: **020 3325 7264**

Important: Please contact the **Administrator** to register **Your** claim prior to accepting any **Motor Insurance Settlement**.

All claims must be notified as soon as is reasonably possible and in any event within 120 days of any **Total Loss**.

You must comply with the claims procedure as explained in this Policy Wording and by the **Administrator**.

You agree to safeguard the **Insured Vehicle** in the event of any damage occurring to it.

You must use **Your** best endeavours to obtain the maximum possible settlement under **Your Motor Insurance** policy or the **Third Party's Motor Insurance**.

- 9.1 In order to authorise a claim, the **Administrator** will require:
 - 9.1.1 **Your** personal and the **Insured Vehicle** details;
 - 9.1.2 Full details of the damage;
 - 9.1.3 In the case of malicious damage or theft, **You** must report the **Incident** to the police and advise the **Administrator** of the crime reference number.
- 9.2 Where the **Motor Insurance Settlement** is less than the **Market Value** of the **Insured Vehicle**, **We** will instruct the **Administrator** to contact **Your Motor Insurer** or the **Third Party's Motor Insurance** provider to negotiate an increase to the **Motor Insurance Settlement** on **Your** behalf.
- 9.3 Upon receipt of the information requested in 9.1 and 9.2 the **Administrator** will review **Your** claim. If **Your** claim is covered by this Policy Wording the **Administrator** will authorise **Your** claim. Only **We** or the **Administrator** are mandated to authorise or reject claims.
- 9.4 The **Administrator** will be unable to process **Your** claim if **You** do not provide:
 - 9.4.1 A copy of **Your Motor Insurance** schedule;
 - 9.4.2 **Your Motor Insurer's** written confirmation that the **Motor Insurance Settlement** has been paid following **Your** claim for **Total Loss** and the terms on which the **Motor Insurance Settlement** was made;

HOW TO MAKE A CLAIM (CONT).

- 9.4.3 **Your** original invoice relating to the **Insured Vehicle**;
- 9.4.4 If applicable, a copy of **Your Finance Agreement**, written confirmation from **Your Finance Company** of the **Early Settlement Amount** and the terms on which it has been calculated;
- 9.5 In the event **Your Motor Insurance** provider offers **You** a replacement vehicle, **We** will require them to confirm in writing that a replacement vehicle has been accepted and that any applicable excess has been paid.
- 9.6 If **You** retain the **Insured Vehicle** after any **Motor Insurance Settlement** has been paid, **We** reserve the right to reduce the settlement under this **Policy** by the value of the **Insured Vehicle** retained by **You**.

10. TRANSFERRING YOUR COVER.

- 10.1 In the event that the **Insured Vehicle** is declared a **Total Loss** by **Your Motor Insurance** provider or a **Third Party's Motor Insurance** and **You** are provided with a replacement vehicle as part of a **Motor Insurance Settlement**, under a manufacturer's or **Retailer's** warranty, or due to satisfactory quality issues, **You** may transfer this **Policy** to a replacement vehicle.
- 10.2 If **You** have chosen to pay the **Premium** in instalments, all payments must be up to date.
- 10.3 The **Administrator** will issue a new **Schedule** to **You**. The **Start Date** and the **Period of Cover** will remain the same.
- 10.4 Irrespective of the invoice price of the replacement vehicle, the original **Net Invoice Price** will be used to calculate any future claim. If this is unavailable, **Glass's Guide** retail value (calculated from the date the **Insured Vehicle** was purchased) will be used instead.
- 10.5 The transfer will be subject to **Our** approval. **You** cannot transfer **Your** insurance cover if a claim or an **Incident** that may give rise to a claim has occurred.

11. WHAT TO DO IF YOU HAVE A COMPLAINT.

We always aim to provide a first class standard of service. However, if **You** are dissatisfied **You** should in the first instance contact the **Administrator**, quoting **Your** product number.

Their contact details are:

Quality and Compliance Manager
GardX Assure Limited
Unit 7, Clovelly Business Park
Clovelly Road
Southbourne, Emsworth
PO10 8PE

Telephone: 020 3325 7264

Email: feedback-bmwprotect@gardx.co.uk

We, the firm that arranged **Your** insurance with **Us**, and the **Administrator** aim to provide **You** with a prompt and efficient service at all times but on occasions this may not be possible and **We/They** may fall short of **Your** expectations. If **We** or **They** have not provided **You** with a prompt and efficient service and **You** wish to complain, please contact the **Administrator**.

If **Your** complaint is in relation to the way in which **Your** insurance was sold, the firm that arranged **Your** insurance with **Us** and the **Administrator** will deal with **Your** complaint. The **Administrator** will confirm receipt of **Your** complaint promptly and aim to resolve the problem within 8 weeks.

If, after making a complaint, **You** are unhappy with the final response and **You** are an eligible complainant **You** may wish to contact the Financial Services Ombudsman. **You** have six months from the date of the final response letter to contact them.

Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Lo Call: 0300 123 9123

Telephone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

The Financial Services Ombudsman decision is binding on **Us** but not **You**. The complaints procedure set out above does not affect **Your** right to take legal action against **Us**, or the **Administrator**.

WHAT TO DO IF YOU HAVE A COMPLAINT (CONT).

If **Your** complaint is about Helvetia Swiss Insurance Company in Liechtenstein Ltd. or the **Policy** terms and conditions the **Administrator** may refer **Your** complaint to **Us**.

We or the **Administrator** will investigate **Your** complaint and issue a final response letter. **We** can be contacted by email at: partnerbusiness-nl@helvetia.ch.

12. DATA PROTECTION.

We and BMW Financial Services (GB) Limited need to obtain personal information from **You** to provide **You** with this **Policy** and in connection with the provision of this **Policy**.

We are the Data Controller for the data **You** provide to **Us**. **We** need to use **Your** data in order to arrange **Your** insurance and associated products. **You** are obliged to provide information without which **We** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the Insurer in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** may check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

- (a) Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household
- (b) Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
- (c) Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

We process all data in the European Economic Area (EEA) but where **We** need to disclose data to parties outside the European Economic Area (EEA), **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter.

If **You** require more information or have any questions concerning the **Administrator's** use of **Your** personal data, please contact The Data Protection Officer, Unit 7, Clovelly Business Park, Clovelly Road Southbourne, Hampshire, PO10 8PE or via email at dataprotectionofficer@gardx.co.uk.

DATA PROTECTION (CONT).

To view a copy of the Helvetia Swiss Insurance Company in Liechtenstein Ltd. privacy policy, it can be found at <https://www.helvetia.com/privacy>.

If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

13. LEGAL, REGULATORY AND OTHER.

13.1 Language Applicable to Contract

This contract, all accompanying documents and all communication about it will be in English.

13.2 Governing Law

Unless **You** and **We** both agree otherwise, the law which applies to this insurance is the law applicable to the part of the United Kingdom in which **You** live.

Any legal proceedings between **You** and **Us** in connection with this contract will take place in the courts of the part of the United Kingdom in which **You** live.

13.3 The Insurer's Liability

Helvetia Swiss Insurance Company in Liechtenstein Ltd., whose registered office is at Aeulestrasse 60, FL-9490 Vaduz, Liechtenstein, is authorised and regulated by the Financial Market Authority of the Principality of Liechtenstein (FMA), and subject to limited regulation by the Financial Conduct Authority for the conduct of UK business. **You** can check this on the FCA website at <https://register.fca.org.uk>.

13.4 Contracts (Rights of Third Parties) Act 1999

This insurance is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **We** can enforce the terms of this contract.

13.5 Sanctions

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

13.6 Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your** cover will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

LEGAL, REGULATORY AND OTHER (CONT).

13.7 Financial Services Compensation Scheme

The Insurer is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the Insurer is unable to meet their obligations under this insurance, an Insured Person may be entitled to compensation from the Compensation Scheme.

Further information is available from their website:

www.fscs.org.uk

13.8 Equality Act 2010

In line with the Equality Act 2010, this wording is available in large print upon request.