

BMW Insurance



BMW Protect



BMW Protect

BMW Income Protection
Policy Handbook



**START
STOP
ENGINE**

Introduction

This **policy** document, **your confirmation of cover**, the **statement of fact** and any endorsement describe the basis of **your** legal contract. It is important **you** examine them carefully to make sure they meet **your** needs. Please keep these documents together in a safe place.

Please check **your confirmation of cover** and **statement of fact** carefully to ensure the information **you** have given **us** is correct. **You** must tell **us** if this information is wrong or if it changes. If **you** don't, **you** might find **you** are not covered and **we** may not pay any claim.

If any of the information **we** have recorded is incorrect or if **you** have any questions about this insurance, please contact BMW Protect services on 0845 641 9735.

In return for paying the **premium we** will insure **you** under the conditions of **your policy** for an insured event that takes place during the **period of insurance**.

Eligibility For Cover

To be eligible for cover and to make a successful claim for an insured event **you** must meet the eligibility criteria set out in this **policy**. Please check **you** are eligible for the covers set out in **your confirmation of cover**.

Changes You Must Tell Us About

The types of changes that **you** must tell **us** about are listed in General Condition 4. If **you** do not tell **us** about changes, **you** may find that **you** are not covered if **you** need to make a claim.

Making A Claim

We have enclosed a claims guide telling **you** how to make a claim.



Definitions

If **we** explain what a word means, that word has the same meaning wherever it appears in **your policy** or **confirmation of cover**. These words are highlighted in bold throughout **your policy**.

Accident	A bodily injury that prevents you from carrying out your normal occupation or any other work you are reasonably able to do given your experience, education or training and for which you are under the continuing care of a doctor .
Amendment date	The date a change to your policy takes place. The amendment date is shown in your confirmation of cover .
Benefit	1/30th of the monthly benefit shown on your confirmation of cover .
Carer	Being required to care for a member of your immediate family and being in receipt of a Carer's Allowance from the Department of Work and Pensions.
Consultant	A medical specialist who is a member of an appropriate Royal College that recognizes the person as a specialist in the UK . A consultant cannot be you , a member of your immediate family or your employer.
Confirmation of cover	A document which includes your details and specifies the cover provided by your policy .
Critical illness	<u>Cancer</u> - any malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukaemia and Hodgkin's disease, but the following are excluded: <ul style="list-style-type: none">• all tumours that are histologically described as pre malignant, as non-invasive or as cancer in situ;• all tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least TNM classification T2N0M0;• all forms of lymphoma in the presence of any Human Immunodeficiency Virus;

- Kaposi's sarcoma in the presence of any Human Immunodeficiency Virus; and
- any skin cancer other than invasive malignant melanoma.

Coronary artery by-pass surgery - the undergoing of open heart surgery on the advice of a **Consultant** Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts but excluding balloon angioplasty, laser relief or any other procedures.

Heart attack - the death of a portion of heart muscle as a result of inadequate blood supply that has resulted in all of the following evidence of acute myocardial infarction:

- typical chest pain;
- new characteristic electrocardiograph changes: and
- the characteristic rise of cardiac enzymes, troponins or other biochemical markers;

where all of the above shows a definite acute myocardial infarction. Other acute coronary syndromes including but not limited to angina, are not covered under this definition.

Kidney failure - end stage renal failure presenting as chronic irreversible failure of both kidneys to function as a result of which either regular renal dialysis or renal transplant is initiated.

Major organ transplant - the actual undergoing as a recipient of, or inclusion on an official **UK** waiting list for, a transplant of a heart, liver, lung, pancreas or bone marrow.

Multiple sclerosis – A definite diagnosis by a **Consultant** Neurologist of Multiple sclerosis which satisfies all of the following criteria:

- there must be current impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.
- the diagnosis must be confirmed by diagnostic techniques current at the time of the claim.

Stroke - any cerebrovascular incident resulting in permanent neurological damage. Transient ischaemic attacks are specifically excluded.

Critical illness benefit

The amount shown on **your confirmation of cover**.

Date of diagnosis	The date your critical illness is diagnosed verbally or in writing by your doctor or consultant .
Doctor	A UK Medical Practitioner registered with the General Medical Council and working in the UK . A doctor who confirms your accident, sickness or critical illness cannot be you , a member of your immediate family or your employer.
Employed, Employee	Working under a contract of employment, receiving a salary or wage and your employer deducting income tax and National Insurance contributions on the basis applicable to employees.
End date	The date your cover ends as set out in the General Condition 2.
Exclusion period	A period of 90 days after the start date when there is no cover for unemployment .
Gross monthly income	If you are employed , your average monthly gross taxable earnings for the 12 months immediately preceding the start date , the date of any subsequent increase in monthly benefit or the start of a period of claim. If you are self-employed , the monthly average of the annual income you declared to HM Revenue & Customs on your self-assessment return for the tax year preceding the start date , the date of any subsequent increase in monthly benefit or the start of a period of claim.
Immediate family	Your husband, wife, partner, civil partner, parent, child.
Jobcentre	The relevant office of the Department for Work and Pensions, Department for Social Development (Northern Ireland) or any office or department replacing these.
Monthly benefit	The amount shown on your confirmation of cover or 60% of your gross monthly income , whichever is the lower.
Normal pregnancy	a) Symptoms which normally accompany pregnancy (including multiple pregnancy) and which are generally of a minor and/or temporary nature (e.g. morning sickness,

fatigue etc.) which do not represent a medical hazard to mother or baby or a combination of minor symptoms; and

b) Childbirth, including delivery by Caesarean section or any other medically or surgically assisted delivery which does not cause medical complications.

Policy	The contract of insurance between you and us .
Period of insurance	The period of time shown on your confirmation of cover .
Permanently retire	You have stopped work and have no intention of returning to work .
Pre-existing condition	<p>Any disease, illness or injury including related medical conditions for which:</p> <ul style="list-style-type: none">• You have received a consultation, medication, monitoring advice or treatment; or• You were made aware of or had experienced symptoms of (whether or not a diagnosis has been made) <p>In the 6 months before the start date or the amendment date shown in your confirmation of cover.</p>
Premium	The monthly premium or annual premium shown on your confirmation of cover .
Self-employed	Working alone or in association with others, (whether in a partnership or as a member of a limited liability partnership) being liable to pay Income Tax and National Insurance contributions on the basis applicable to the self-employed ; or Being an employee of a business or Company in which you have a shareholding of 25% or more.
Sickness	A physical or mental condition that prevents you from carrying out your normal occupation or any other work you are reasonably able to do given your experience, education or training and for which you are receiving treatment from a doctor .
Start date	The date cover commences as shown on the confirmation of cover .
Statement of fact	A document confirming the information provided by you in relation to this policy .

UK	England, Scotland, Wales and Northern Ireland.
Unemployed, unemployment	Being registered as unemployed at a Jobcentre and having no work .
We, us or our	For Events 1, 2 and 3: Allianz Insurance plc.
Work, worked or working	Working 16 hours or more each week on an employed or self-employed basis in any paid occupation which you may reasonably become qualified to do having regard to your training, education and ability.
You or your	The person named in the confirmation of cover .

Event 1 - Accident or Sickness

This event only applies if accident and sickness shows on **your confirmation of cover**.

Eligibility

You are eligible for this cover if **you**:

- are aged 18 years or over and under 64;
- **work** at least 16 hours per week on an **employed** or **self-employed** basis;
- have **worked** continuously for the preceding 6 months on an **employed** or **self-employed** basis;
- live permanently in the **UK**.

You are not eligible for this cover if :

- **you work** less than 16 hours per week or on a casual, temporary or seasonal basis; or
- **you** are not **employed** or **self-employed**.

What is covered

You can make a claim for **accident** or **sickness** in the **period of**

insurance if:

- **you** are unable to **work** as a result of an **accident**;
- **you** are unable to **work** as a result of **sickness** including:
 - **sickness** caused by back ache or a back related condition certified by a **consultant** as the cause of **your** inability to **work**;
 - **sickness** caused by stress, anxiety, depression or any nervous disorder for which **you** are receiving treatment from a medical specialist or is certified by a **consultant** as the cause of **your** inability to **work**;
 - **sickness** caused by a complication of pregnancy that is diagnosed by a **doctor** or a **consultant**.

You can make a second or continuing claim if:

- **you** return to **work** after a paid claim and within 30 days **you** suffer a recurrence of the same **sickness** **we** will treat this as one continuous claim. **We** will pay **benefit** for the remaining unexpired period of claim up to a maximum of 365 days or until **you** return to **work**, whichever happens first; or
- **you** return to **work** following a paid claim and after 30 days or more, suffer another **accident** or **sickness**. **We** will treat this as a new claim.

How we pay your benefit

Your period of **accident** or **sickness** begins from the date **your** **doctor** or **consultant** certifies **you** as unfit for **work**.

If **you** are certified as unfit for **work** for 30 consecutive days **we** will pay the **monthly benefit** shown in **your** **confirmation of cover**. Then for each consecutive day **you** continue to be certified as unfit for **work** **we** will pay **benefit** until **you** have received a total of 365 days of **benefit** or until **you** return to **work**, whichever happens first. Payments will be made in arrears at 30 day intervals to a bank account nominated by **you**.

For example: If **you** suffer an **accident** and are unable to **work** for 47 days, after 30 days **we** will pay one **monthly benefit** and after a further 30 days **we** will make a payment for the remaining 17 days **benefit**.

If **your** **doctor** or **consultant** certifies **you** are well enough to return

to **work** on a part time or reduced hours basis and **your** income is reduced accordingly, then **we** will pay a reduced **benefit** in proportion to the number of hours **you** normally **work**.

When your benefit payments will stop

Your **benefit** payments will stop at the earliest of the following:

- when **you** recover from **your** **accident** or **sickness**;
- when **we** have paid 365 days of **benefit** for a single claim;
- when **you** return to **work**;
- when **you** die.

What is not covered

We will not pay **benefit** if

- **your** **sickness** occurs within 24 months of the **start date** or the **amendment date** and is caused by a **pre-existing condition**;
- **your** **sickness** is caused by back ache or a back related condition and **you** are not under the care of a **consultant**, **doctor** or an appropriate medical specialist;
- **your** **sickness** is caused by stress, anxiety, depression or any nervous disorder and **you** are not under the care of a **consultant**, **doctor** or an appropriate medical specialist;
- **your** **accident** or **sickness** is caused by a self inflicted injury, self harm or **your** deliberate exposure to danger except in an attempt to save human life;
- **your** **sickness** is caused by the symptoms of **normal pregnancy**. **We** may refer **you** to a **doctor** who specializes in obstetrics for an opinion as to

whether the condition is **normal pregnancy**;

- **your accident or sickness** is caused by treatment or surgery which in **our** reasonable opinion was not medically necessary or was carried out at **your** request (including beauty treatment or cosmetic surgery);
- **your accident or sickness** is caused by war, invasion, act of

foreign enemy, hostilities (whether war be declared or not), military force or coup, civil war, rebellion or revolution;

- **you** are receiving **benefit** for an **unemployment** or **carer** claim.

We will not pay any **benefit** if **you** cannot comply with anything mentioned in the General Conditions.

Event 2 – Unemployment

This event only applies if unemployment shows on **your confirmation of cover**.

Eligibility

You are eligible for cover if **you**:

- are aged 18 years or over and under 64;
- **work** at least 16 hours per week on an **employed** or **self-employed** basis;
- have **worked** continuously for 6 months before the **start date** on an **employed** or **self-employed** basis;
- live permanently in the **UK**.

You are not eligible for this cover if **you**:

- are aware at or before the **start date** that **you** may become **unemployed** or if **you** are **self-employed**, **your** business is likely to close;
- **work** on a casual, temporary or seasonal basis;
- are aware at or before the **start date** that **you** may stop **work** to become a **carer**; or
- are not **employed** or **self-employed**.

What is covered

You can make a claim for **unemployment** in the **period of insurance** if:

- **your** employment ends unexpectedly due to circumstances beyond **your** control;
- **you** are **self-employed** and **your** business has permanently ceased to trade;
- **you** stop **work** to become a full time **carer** for a member of **your immediate family**;
- **your** fixed term contract ends unexpectedly due to circumstances beyond **your** control; or
- **your** fixed term contract reaches its natural expiry and **you** have **worked** for more than 12 months on a fixed term contract basis.

You can make a second or continuing claim if:

- **You** return to **work** after a paid claim and within 30 days become **unemployed** again, **we** will treat this as one continuous claim. **We** will pay **benefit** for the remaining unexpired period of claim up to a maximum of 365 days or until **you** return to **work**, whichever happens first; or
- **you** return to **work** following a paid claim and after 30 days or more become **unemployed** again, **we** will treat this as a new claim.

If **you** take temporary **work** during a period of claim, **we** will suspend any payment for the period of **work**. **Benefit** can be suspended for up to 30 days.

If **you** enter a Government training scheme during a period of claim, payment of **benefit** will continue as long as **you** continue to seek **work**.

How we pay your benefit

Your period of **unemployment** begins from the date **you** register with a **Jobcentre** and if **you** are **self-employed**, the date **you** inform **your** tax office that **you** have ceased to trade. If **you** stop **work** to become a **carer**, it begins the day **you** stop **work** and are in receipt of Carer's Allowance.

If **you** receive a payment of wages or salary instead of **working your** notice period, **we** will consider **you** to be **working** for the period of notice and **your** claim cannot begin until the period ends.

If **your** fixed term contract ends unexpectedly before its natural expiry **we** will pay **benefit** until the expected end of the contract or until **we** have paid 365 days **benefit** or **you** return to **work**, whichever happens first.

If **you** are **unemployed** or a **carer** for 30 consecutive days **we** will pay the **monthly benefit** shown in **your confirmation of cover**. Then, for each consecutive day **you** continue to be **unemployed** or a **carer** **we** will pay **benefit** until **you** have received a total of 365 days of **benefit** or until **you** return to **work**, whichever happens first. Payments will be made in arrears at 30 day intervals to a bank account nominated by **you**.

For example: If **you** are **unemployed** for 52 days, after 30 days **we** will pay one **monthly benefit** and after a further 30 days **we** will make a payment for the remaining 22 days **benefit** .

When your benefit payments will stop

Your benefit payments will stop at the earliest of the following:

- When **you** return to **work**;
- When **you** stop being a **carer**;
- when **we** have paid 365 days of **benefit** for a single claim;
- when **you** die.

What is not covered

We will not pay **benefit** if:

- **you** are made **unemployed** or **you** stop **work** to become a **carer** in the **exclusion period**;
- **you** knew or should have reasonably known at or before the **start date** that **you** would become **unemployed** or stop **work** to become a **carer**;
- **your unemployment** is due to **your** resignation (other than to become a **carer**), voluntary redundancy or voluntary **unemployment** except where voluntary redundancy is claimed under section 146 or 148 of the 1986 employment rights act;
- **your** fixed term contract reaches its natural expiry and **you** have **worked** for less than 12 months on a fixed term contract basis;
- **your unemployment** is due to disciplinary action by **your** employer as a result of misconduct, breach of contract or fraud, except where an **Unemployment Tribunal** decides such a decision was unfair;

- **you** become **unemployed** after a period of self employment and cannot produce satisfactory evidence of having ceased to trade;
- Jobseeker's Allowance or National Insurance credits are withheld due to **your** refusal to enter a Jobseeker's Agreement or refusing an opportunity of a place on a prescribed course or programme;
- **Your unemployment** is as a result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), military force or coup, civil war, rebellion or revolution;
- **You** are already receiving **benefit** for an **accident** or **sickness** claim.

We will not pay any **benefit** if **you** cannot comply with anything mentioned in the General Conditions.

Event 3 – Critical illness

This event only applies if critical illness shows on **your confirmation of cover**.

Eligibility

You are eligible for this cover if **you**:

- Are aged 18 years or over and under 64 at the **start date**; and
- Live permanently in the **UK**

What is covered

If **you** are diagnosed with a **critical illness** during the **period of insurance** and **you** survive for a period of 30 consecutive days from the **date of diagnosis**, **we** will pay the **critical illness benefit** shown in **your confirmation of cover**.

How we pay the benefit

Once **we** have received confirmation of **your critical illness** from a **doctor** or **consultant** **we** will pay the **critical illness benefit** shown on **your confirmation of cover**. Payment will be made to a bank account nominated by **you**.

What is not covered

We will not pay **critical illness benefit** for a **critical illness** which:

- Occurs in the first 24 months after the **start date** or the **amendment date** and is caused by a **pre-existing condition**;
- is caused by a self inflicted injury or self harm or **your** deliberate exposure to danger except in an attempt to save human life;
- is due to **your** unreasonable failure to seek or follow medical advice; or
- Occurs as a result of drinking alcohol, solvent or drug abuse; or
- Arises from **you** taking part in any criminal act.
- **Your critical illness** is as a result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), military force or coup, civil war, rebellion or revolution;

We will not pay **critical illness benefit** if **you** cannot comply with anything mentioned in the General Conditions.

How to make a claim

You should contact **us** as soon as possible if **you** need to make a claim. Please follow these simple steps:

Step One	You can download a claim form at: www.bmwprotect.co.uk
Request a claim form	You can request a claim form by telephone: 0845 641 9738
Step Two Gather Information	To process your claim quickly we will need information about the circumstances that led to your claim. The claim form has all the questions but you will need to gather the following: Accident, Sickness or Critical illness – confirmation from your doctor that you are unfit for work and details about your accident, sickness or critical illness ; Unemployment – confirmation from your Jobcentre that you are registered for Jobseekers Allowance and confirmation from your last employer or your accountant that you have stopped work ;
Step Three Submit your claim	Please return the claim form as soon as possible making sure: <ul style="list-style-type: none">• All questions have been answered and you (or your legal representative) have signed the declaration• You enclose all of the documents required Return the complete claim form to: Claims Department BMW Protect Services PO Box 1852 Croydon CR9 1PW

Continuing claim forms

If **your** claim for **accident, sickness** or **unemployment** is accepted for payment, **we** will send a continuing claim form each month for **you** to complete and return with:

- confirmation from **your doctor** or **consultant** that **you** are medically unfit for **work**; and
- confirmation from **your Jobcentre** that **you** are **unemployed** and in receipt of Jobseekers Allowance.

Medical reports & fees

We usually accept copies of a medical certificate issued by **your doctor** or the medical questionnaire contained in **our** claim and continuing claim forms. **We** will not pay any charges or fees **your doctor** may require for this information.

If **we** require a medical report or if **we** need **you** to undertake a medical examination in order to accept or process **your** claim, **we** will arrange this with a **doctor** or **consultant** of **our** choice. **We** will notify **you** in writing of **our** decision and **we** will pay any charges or fees the **doctor** or **consultant** may require for this information.

Personal visit

We may arrange for an agent representing **us** to visit **you**. The purpose of any such visit will be to gather information relating to **your** claim in order to ensure accurate assessment. It is important that **you** make yourself available for any such visit. If **you** fail to do so, **we** will not pay any further **benefit** unless circumstances beyond **your** control led to **you** being unavailable at the time.

State Benefits

If **you** receive **benefit** under this **policy** it may affect **your** entitlement to benefits paid by the Department for Work & Pensions, Department for Social Development (Northern Ireland) or **your** local authority. **You** should inform the agency paying benefits to ensure **your** entitlement is not affected.

Switching Benefits

If **your confirmation of cover** shows that **you** have **accident sickness** and **unemployment** cover **you** may switch between **unemployment, accident** or **sickness** claims (and vice versa) as long as **you** do not receive more than 365 days **benefit** for the combined claim. For the second or subsequent part of a claim **benefit** will be payable from the first day of **unemployment, accident** or **sickness**.

Changes to your circumstances

You must tell **us** as soon as possible if:

- **you** are receiving **benefit** for **accident, sickness** or **unemployment** and **you** are diagnosed with a **critical illness**; or
- **you** are receiving **benefit** for **unemployment** and suffer an **accident** or **sickness**; or
- **you** are receiving **benefit** for **accident** or **sickness** and **you** become **unemployed**; or
- **you** are receiving **benefit** for **unemployment** and **you** are going to start temporary **work** (**you** must contact **us** before **you** start this **work**).

You must take all reasonable steps to keep the period of claim as short as possible.

General Conditions

(Applying to all sections of this policy)

1. Keeping to the terms of the policy

We will only give **you** the cover described in the **policy** if:

- **you** pay the **premium** or any agreed instalment;
- when making a claim **you** meet all of the conditions as far as they apply;
- declarations made and information given to **us** orally, electronically or in writing, forming the basis of this **policy** are complete and correct as far as **you** know.

2. When the cover ends

This **policy** will end automatically at the earliest of the following:

For Events 1, 2 and 3:

- **you** permanently retire;
- **you** reach the age of 65;
- the date **you** cease to be permanently resident in the **UK**;
- the date **you** or **we** cancel the **policy**;
- the date a **premium** is not paid.

3. Cancelling your policy

a) Monthly cover

You may cancel this **policy** within 30 days of the **start date** or the date **you** receive the documents, whichever is the later. If **you** have not made a claim **we** will refund any **premium** **you** have paid.

After 30 days **you** may cancel this **policy** at any time, **we** will not refund any **premium** **you** have paid.

We may cancel this **policy** by giving **you** 30 days notice in writing to **your** last known address.

b) Annual cover

You may cancel this **policy** within 30 days of the **start date** or the date **you** receive the documents, whichever is the later. If **you** have not made a claim **we** will refund any **premium** **you** have paid.

After 30 days **you** may cancel this insurance at anytime. If **you** have not made a claim **we** will refund any **premium** for the unexpired period of cover. If **you** have made a claim **we** will not refund any **premium** **you** have paid.

We may cancel this **policy** by giving **you** 30 days notice in writing to **your** last known address. If this happens **we** will refund any **premium** paid for the unexpired period of cover.

Who to contact

If **you** choose to cancel **your** insurance, simply return the **confirmation of cover** marked cancelled to:

BMW Protect Services
PO Box 1852
Croydon
CR9 1PW

Alternatively, contact BMW Protect on 0845 641 9735.

4. Changing your details

You must tell **us** as soon as possible about any changes that may affect **your policy** cover. Here is a list of changes **you** must tell **us** about:

- **you** change from being **employed** to **self-employed**;
- **you** start **work** on a temporary, seasonal or fixed term contract basis;
- **you** stop **working**;
- **you** start to **work** outside the **UK**;
- **you** hold any other insurance to protect **your gross monthly income**;
- **you** permanently retire.

This is not a complete list and **you** should contact **us** if **you** are unsure as to whether a change of circumstances may affect **your policy**.

When **you** tell **us** of a change of details **we** will reassess the **premium** and terms of **your policy**. **You** will be advised of any changes to **premium** or terms and asked to agree before any change is made.

In some circumstances **we** may not be able to continue **your policy**. Where this happens **you** will be advised and the **policy** will be cancelled in line with the provisions of General Condition 3.

5. Changes you can make to your cover

You can increase or decrease the **monthly benefit**, and **critical illness benefit**.

The minimum increases are:

Monthly benefit	£100
Critical illness benefit	£5000

Monthly benefit cannot exceed 60% of **your gross monthly income**.

Any increase will not be applied to a claim that **you** have made or in the course of payment.

If **you** add cover for accident, **sickness** or **critical illness** after the **start date**, cover for a **pre-existing condition** will not apply until 24 months after the **amendment date** or the renewal date shown in **your confirmation of cover**.

If **you** add cover for **unemployment** after the **start date**, the **exclusion period** will apply from the **amendment date** or the renewal date shown in **your confirmation of cover**.

If **you** have monthly cover, **you** must give **us** 30 days notice of any changes **you** want to make.

If **you** have annual cover, **you** can only make changes at the renewal date.

6. Changes we can make to your cover

a) Monthly cover

We can review and either increase or decrease the **premium**, or change the terms and conditions of the **policy**. **We** will always give **you** at least 30 days notice of the change in writing and it will be sent to **your** last known address.

The circumstances that may give rise to a change in **premium** or to the terms and conditions of the **policy** include but are not limited to: significant adverse claims experience, significant increase in **our** operating costs, inflation, economic and environmental factors, changes in legislation, taxation or interest rates.

b) Annual cover

We will write to **you** before the **policy** expires with full details of the next year's **premium** and **policy** conditions. Regardless of **your** claims history **we** have the right to cancel or amend **your policy** at renewal.

The circumstances that may give rise to a change in **premium** or to the terms and conditions of the **policy** include but are not limited to: significant adverse claims experience, significant increase in **our** operating costs, inflation, economic and environmental factors, changes in legislation, taxation or interest rates.

7. Renewing you policy

If **you** pay **your premium** monthly, **we** will renew **your policy** automatically. Cover will continue until the earliest of one of the events listed in General Condition 2. Regardless of **your** claims history, **we** have the right to cancel or amend **your policy** with 30 days notice in accordance with General Condition 5.

If **you** pay **your premium** annually, **we** will write to **you** before the **policy** expires with full details of the next year's **premium** and **policy** conditions. **We** will also issue **you** with a new **confirmation of cover** and **statement of fact**. Regardless of **your** claims history **we** have the right to cancel or amend **your policy** at renewal.

If **you** do not want to renew this **policy** please let **us** know by following the procedure set out in General Condition 3.

8. Fraud

If **you** or anyone acting on **your** behalf makes a claim which is at all false or fraudulent, or supports a claim with any false or fraudulent document device or statement, this **policy** shall be void **you** will lose all **benefit** and premiums **you** have paid for this **policy**. In addition **we** may recover any sums paid for any claim.

If **you** fraudulently provided **us** with false information, statements or documents **we** may record this on anti-fraud databases, **we** may also notify other organisations.

9. Choice of law

Unless **we** agree otherwise:

- a) the language of the **policy** and all communications relating to it will be English; and
- b) all aspects of this contract of insurance, including negotiation and performance, are subject to English law and the decisions of the English courts.

10. Rights of Parties

A person or company who was not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **policy**, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

Data Protection Act

The details **you** supply will be stored and used by Allianz Insurance plc, to administer **your** insurance cover. **Your** personal details may be transferred outside of the European Union. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

We may exchange **your** details with other insurers through various databases to help **us** check information provided and also to prevent fraudulent claims. **Your** details will not be kept for longer than necessary.

Making a complaint

BMW Financial Services and Allianz Insurance plc aim to get it right first time, every time. If we make a mistake we will try to put it right promptly.

We will always confirm to **you** the receipt of **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 we will provide **you** with information about the Financial Ombudsman Service.

Should **you** wish to make a complaint, please contact **us** at:

BMW Protect Services Manager,
102 George Street
Croydon,
CR9 1AJ

Phone: 0845 641 9735

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

Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities **you** may be entitled to compensation under the Financial Services Compensation scheme (FSCS).

Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.

Insurer and FSA Details

This insurance is underwritten by Allianz Insurance plc, registered in England No. 84638. Registered Office: 57 Ladymead, Guildford, Surrey, GU11DB United Kingdom. Allianz Insurance plc is authorised and regulated by the Financial Services Authority (FSA) under FSA registration number 121849.

This Insurance is administered by Mondial Assistance (UK) Limited, registered in England number 1710361. Registered Office: Mondial House, 102 George Street, Croydon, CR9 1AJ. Mondial Assistance (UK) Limited is authorised and regulated by the Financial Services Authority (FSA) under FSA registration number 311909.

Our authorisation can be confirmed by the FSA by calling 0845 606 1234 or at www.fsa.gov.UK.

Mondial Assistance (UK) Limited will act as an agent for Allianz Insurance plc with respect to receipt of customer money, handling **premium** refunds, claims handling and claims settlement.

BMW Financial Services (GB) Limited trading as BMW Financial Services, registered in England No. 01288537. Registered Office: Europa House, Bartley Way, Hook, Hampshire RG27 9UF. BMW Financial Services is authorised and regulated by Financial Services Authority (FSA) under FSA registration number 312578.

Copies of this document are available in Braille, audio cassette and large print on request

BMW Insurance



BMW Protect